The Bombay Gazette.

No. 6,856.—New Series. BOMBAY:—MONDAY, MARCH 2, 1868. Annual Subscription in advance...Rupees Fifty Two.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For year in advance, delivered in Town .....Rs. 52 0
" including postage..... " 72 0
For half year in advance, delivered in Town.... " 28 0
" including postage..... " 38 0
For three months advance, delivered in Town.... " 16 0
" including postage..... " 21 0
For one month, delivered in Town..... " 6 0
" including postage..... " 7 12
Single Copy for Cash ..... " 0 4
Back Numbers ..... " 0 8

TERMS FOR ADVERTISEMENTS.

Ten lines and under
First insertion .....Rs. 5 0
Second Ditto..... " 2 8
Third Ditto..... " 2 8
Fourth and succeeding insertions. " 0 2 As. per line, but no advertisement counted as less than eight lines.

LONG ADVERTISEMENTS.

First insertion ..... 7 As. per line.
Second Ditto ..... 4 " "
Third and succeeding 2 " "
In the Native languages, double the above.

DOMESTIC OCCURRENCES, EACH—RUPEE 1.

DOMESTIC OCCURRENCES.

The Charge for notifying a Domestic Occurrence is One Rupee.

BOMBAY.

BIRTH.

LAKE—February 29th, at Bombay, the wife of Mr. Charles Lake, of a daughter.

SHIPPING.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE AND GUADUR.

Interchanging Cargo and passengers at Bussorah, to and from Bagdad, with the Euprates and Tigris Steam Navigation Company.)

THE BRITISH INDIA STEAM NAVIGATION COMPANY (LIMITED), under mail contract with Government, despatch Steamers twice a month from Bombay to the Persian Gulf, touching at Kurrachee, Guadur, Muscat, Bunder Abbas, Linga, Bushire, and Bussorah.

Leave Bombay ...	3rd & 17th.	Leave Bussorah....	21st & 4th.
" Kurrachee ...		" Bushire	
" Guadur		" Linga	
" Muscat		" Bunder Abbas.	
" Bunder Abbas.		" Muscat	
" Linga		" Guadur	
" Bushire		" Kurrachee ...	
Arrive Bussorah ...		Arrive Bombay ...	

The Steam Ship "PENANG," 800 tons, 150 H. P., Commander D. McCALLUM, will be despatched as above on Tuesday, the 3rd March at 3 P. M.

Bombay, 19th February, 1868. W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (LIMITED), under contract with Government, despatch a Steamer with mails, passengers and Cargo to Kurrachee twelve hours after the arrival of the P. and O. Company's Mail Steamers from Suez.

DATES OF DEPARTURE.

From Bombay usually about ..... 11th and 25th.
" Kurrachee on ..... 10th and 26th.

The Steam-ship "COMORIN," 560 Tons, 100 H. P., Commander R. TARVER, will be despatched twelve hours after the arrival of the next Overland Mail.

N B—When the English Mail arrives betwixt 6 P. M. and 6 A. M. the Kurrachee steamer sails punctually twelve hours after, but when it arrives betwixt 6 A M and 6 P M it is despatched at 7 the following morning; this is to avoid Passengers embarking at night When the sailing time falls upon a Sunday the Steamer is despatched at 7 A. M. on the Monday morning.

Bombay, 27th February, 1868. W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH MALABAR COAST, CEYLON, MADRAS, AND CALCUTTA.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (LIMITED), under contract with Government, despatch steamers as above with mails, passengers, and cargo on the following dates:—

Leave Bombay	15	Leave Calcutta	15
" Cazwar	16	" Bimlipatam	16
" Mangalore	17	" Vizagapatam	18
" Cannanore	18	" Coconada	19
" Calicut	18	" Madras	23
" Cochin	19	" Pondicherry	
" Tuticorin	20	" Negapatam	24
" Colombo	20	" Galle	
" Galle		" Colombo	27
" Negapatam	24	" Tuticorin	28
" Pondicherry		" Cochin	29
" Madras	27	" Calicut	30
" Coconada	29	" Cannanore	1
" Vizagapatam	30	" Mangalore	1
" Bimlipatam	30	" Cazwar	2
Arrive Calcutta	3	" Arrive Bombay	4

The Steam Ship "BUSHEER," 800 Tons, 150, H. P., Commander J. MATHEWS, will be despatched as above on MONDAY, the 16th March, at 9 noon.

The steamers leaving Calcutta and Bombay on the 16th of the month, call at Tuticorin and Colombo.

This route is the most expeditious and economical for passengers for the Neilgherrie district, Bangalore, and Madras, who can land at Calicut for Beypore, and proceed from thence by rail.

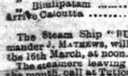
Passengers for Calcutta can take the same route, picking up the steamer at Madras.

Passengers for Rangoon, Akyab or Moulmein can proceed by the steamers of the 16th and tranship to the Rangoon mail steamer which leaves Madras on the 23rd.

N. B.—Until further notice there will be no steamers leaving Bombay and Calcutta on the 1st of each month for the Coast and intermediate ports.

W. NICOL & Co., Agents.

Bombay, 24th February 1868.



STEAM FERRIES (under contract with Government).—Steam FERRY BOATS will ply across the Harbour daily, stopping at the undermentioned Bunders:—

Fares from Bombay to	Karanja.	Rewas.	Dhurumtur.	Oorun.	Oolwa.
	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.
First Class	2 0	2 0	3 0	2 0	3 0
Second Class..	0 8	0 8	0 12	0 8	0 12
Third Class	0 4	0 4	0 6	0 4	0 6

The Dhurramtur Ferry leaves Carnac Bunder, daily at 8 A.M and Dhurramtur at 1 P. M.

The Oolwa Ferry leaves Carnac Bunder daily at 9 A. M. and Oolwa at 1 P M.

Passengers are required to obtain Tickets from the Bunder Clerk previous to proceeding on board.

J. A. SHEPHERD.

Apollo Street, Bombay, 5th November, 1867.

THE first class Steamer "PHLOX," BAKER, Master, will leave Bombay for the undernoted places on TUESDAY, March 3rd, taking Goods and Passengers, starting from the Apollo Bunder at 5 P. M., viz:—

Unjunwell.	Cazwar.
Rutnagherry.	Compta.
Jeytapoor.	Mangalore.
Malwan.	Cannanore.
Vingorla.	Tellicherry.
Goa.	Calicut.

For Passage apply to Mr. MANOCKLALL LULLUBHOY, Bazaar Gate Street, and for Freight to Messrs. DADABHOY RUTONJEE, & Co., Nesbit Lane, Fort.

Bombay, 29th February 1868.

STEAM TO CALCUTTA *VIA* CALICUT, COCHIN, AND MADRAS.

THE fast-sailing Steamer "MANCHESTER," (230), Captain TREDALE, will leave for the above Ports on MONDAY the 2nd March 1868 with Passengers and Cargo. Application for Freight or Passage to be made to the undersigned, in Market opposite to Jumma Musjid out of Fort.

SONDENJEE WALLJEE & Co.

Bombay, 25th February 1868.

FOR LIVERPOOL.

HYDRABAD to sail about 25th March.
DHARWAR " " 25th "

THE above A 1 Ships have splendid accommodation for first class Passengers, and will be despatched as above.

For further particulars apply to the Captains on board, or to CAMPBELL, MITCHELL & Co.,

Bombay, 19th February 1868. Agents.

NOTICE.—Consignees of Cargo, per Ship "MONTROSE," arrived from London, are requested to despatch Boats at once to take delivery, otherwise the same will be landed by the Captain at the risk and expense of the concerned.

W. NICOL & Co.,
Agents of Ship *Montrose*.

Bombay, 24th February 1868.

NOTICE.—CONSIGNEES OF CARGO per Ship "PEGASUS," Captain CORNWELL, from LONDON, are requested to SEND BOATS alongside to take delivery of their goods as they come to hand, failing which they will be landed by the Captain on account and risk of the concerned.

Captain CORNWELL will not be responsible for the condition of any Package after it has once left the Ship's deck.

Delivery orders accompained with BILLS OF LADING to be sent to the undersigned for countersignature.

BLACKWELL Co.,
Agents, Ship *Pegasus*.

Bombay, 17th February 1868.

LEA AND PERRINS'
CELEBRATED
WORCESTERSHIRE SAUCE.
DECLARED BY CONNOISSEURS
TO BE
THE ONLY GOOD SAUCE.
CAUTION AGAINST FRAUD.

The success of this most delicious and unrivalled Condiment having caused certain dealers to apply the name of "Worcestershire Sauce" to their own inferior compounds, the Public is hereby informed that the only way to secure the genuine, is to

ASK FOR LEA AND PERRINS' SAUCE.

and to see that their names are upon the *wrapper, labels, stopper*, and *bottle*.

Some of the foreign markets having been supplied with a spurious Worcestershire Sauce, upon the wrapper and labels of which the names of Lea and Perrins have been forged, L and P give notice that they have furnished their correspondents with power of attorney to take instant proceedings against *Manufacturers* and *Vendors* of such, or any other imitations by which their right may be infringed.

Ask for LEA & PERRINS' Sauce and see Name on Wrapper, Label, Bottle, and Stopper.

Wholesale and for Export by the Proprietors, Worcester Crosse and Blackwell, London, &c., &c; and by Grocers and Oilmen universally.

NOTICES.

MESSRS. BADHAM & COMPANY,
HOSIERS, GLOVERS, AND GENERAL WAREHOUSEMEN.
By Appointment.
Apollo House. Bombay.

SUCCESSIVELY appointed by the late EARLS CANNING and ELGIN, and by the present Viceroy and Governor General of India, His Excellency The Right Hon'ble SIR JOHN MAIR LAWRENCE, G. C. B., K. S. I.

SEASON 67.

Messrs. BADHAM & Co. beg to call the attention of their constituents and non-constituents to the large Shipments landed. The Goods have been selected personally by Mr. BADHAM at the Paris Exhibition and the best European Markets from prize Goods.

HOSIERY DEPARTMENT.

	Rs.	Rs.
BADHAM'S Fine Bro Cotton Socks, per dozen....	11	to 31
BADHAM'S Superfine Bro. Cotton Socks	16	" 18
BADHAM'S Balbriggan Socks embossed Silk.....	18	" 24
BADHAM'S Fine Striped and Fancy Socks.....	16	" 20
BADHAM'S Spanish Bro. Merino Socks		" 16
BADHAM'S Superior Grey Merino Socks	16	" 18
BADHAM'S Superfine Fancy Merino Socks	15	" 24
BADHAM'S Striped Lisle Thread Socks	16	" 18
BADHAM'S Fancy and Striped Silk Socks.....	28	" 45
BADHAM'S Ribbed Knickerbocker Stockings	3	" 4
BADHAM'S Celebrated Gauze under Vests	3	" 4
BADHAM'S Celebrated Silk and Wool Vests	4	" 5
BADHAM'S Celebrated India Gauze Vests	4	" 5
BADHAM'S Silk and Wool Pants.....	6	" 8
BADHAM'S India Gauze Pants.....	7	" 8
BADHAM'S Grey Merino Pants	6	" 8
BADHAM'S Bathing Drawers Striped and Fancy.	2	" 3

SHIRT DEPARTMENT.

	Rs. A.
BADHAM'S White Zephyr Shirts per doz. 50, 55, 60,	65 0
BADHAM'S Dress Zephyr Shirts "	75 0
BADHAM'S Pure all Wool Shirts, Shrunk, each ...	10 0
BADHAM'S Pure Silk and Wool Shirts "	10 8
BADHAM'S Pure Cashmere Shirts "	10 8
BADHAM'S Spun Silk Shirts "	12 8
BADHAM'S French Printed Shirts "	70 0
BADHAM'S Spun Silk Sleeping Suits	35 0
BADHAM'S Cashmere Sleeping Suits indispensable	20 0
BADHAM'S Silk and Wool Sleeping Suits	20 0
THE PRINCE OF WALES'S Colored Shirts a new Material.....	8 8

COLLAR DEPARTMENT.

BADHAM'S Regent and India Collars..	Rs. 7 0
BADHAM'S Champion and Belgium.....	" 7 0
BADHAM'S Calcutta with Tie.....	" 7 8
BADHAM'S Continental and Olympie.....	" 7 0
BADHAM'S Palhall and Shakspere	" 7 8
BADHAM'S West End	" 7 0

FANCY DEPARTMENT.

The Paris Exposition Prize Scarf.....	Rs. 4 0
The Royal Windsor for Sailors Knot "	" 3 0
The Royal Satin Spot "	" 4 0

An immense assortment of all the new Scarfs and Ties.

BRACES.

Guyots French Brace.....	Rs. 2
Guyots Leather Brace.....	" 3
Guyots Wove End.....	" 3
The Royal Courier Bag	" 8 to 12
The Best Silk Umbrellas.....	" 12 " 16
The Brighton Walking Stick.....	" 2 " 7
The Prize Cambric Handkerchief	" 18 " 20
The Prize Colored Cambric	" 14 " 18
The Hemmed Stitched	" 14 " 18
White Cambric Handkerchief	" 10 " 16

JEWELLERY DEPARTMENT.

Gold Solitaires for Gentlemen	Rs. 14 to 20
Gold Link Studs.....	" 16 " 30
Gold Collar Studs	" 6 " 8
Gold Shirt Studs	" 14 " 30
Gold Scarf Rings.....	" 8 " 12
Gold and Ivory Shirt, Wrist and Neck Studs.	" 2 " 6

PIECE GOODS DEPARTMENT.

Tweeds, Silk and Wool Flannel, All Wool Flannel, French Prints, Manchester Prints, Linens, Towelling, Sheeting, Damask Table Covers, Damask Napkins, Royal Turkish Towel.

LANDED per Ship "SOPHIA JOAKIM."

HATS.

CHRISTY'S Black Silk Hats	Rs.	12 8
LINCOLN & BENNETT'S Black Satin Velvet Hats	"	16 0
ELLWOOD & SON'S Black Satin Velvet Hats..	"	16 0
ELLWOOD & SON'S Drab Felt Hats	"	8 2
ELLWOOD & SON'S Helmets assorted.		
CHRISTY'S HATS, assorted.....		4 12

BADHAM & Co.,
Agents for Ellwood & Son.,

Overland Trunks, Railway Portmanteaus of every description, Leather Bags, Leather Hat Cases, Leather Trunks, Railway Wrappers, and Mauds.

LANDED per P. & O. Steamer "BARODA."

Jouvin's Kid Gloves, made specially for B. & Co. sewn with thread. Doe and Dog Skin Gloves.

For Sale. Thomas's Sewing Machines. Rs. 225.
Apollo House. Bombay.

THE ANCHOR LINEN FACED COLLAR.

ONE RUPEE PER DOZ.

Apollo House. BADHAM & Co.

TUDOR COMPANY'S ICE HOUSE.—Landed from Ship *Rutland*, from Boston, and for sale by the undersigned:—

2,000 Cases Kerosene Oil.
200 Cases Turpentine.
200 Barrels Rosin.
50 Boxes Clocks.
60 Tubs fresh Butter in Jars, 2½ pounds each.
50,000 Feet Deal boards.

B. F. FIELD, JR.

28, MEADOW STREET.

MRS. GODFREY'S
MILLINERY ESTABLISHMENT.

NEW GOODS FOR THE RACES.

Ladies' and Gents' white, dark, and light colored Kid Gloves, New Bonnets, Hats, &c.

MRS. GODFREY, MILLINER, &c.,
28, MEADOW STREET, 6TH FEBRUARY 868.

A LARGE STOCK ALWAYS ON HAND AND NEW GOODS BY EVERY MAIL.

EAST INDIA BANK.—Notice is hereby given that the Meeting of the Shareholders of the East India Bank, advertised to be held on SATURDAY, the 15th instant, is postponed to MONDAY, the 2nd day of March next, at 11 of the clock in the forenoon, when the Liquidators will submit their accounts of the Liquidation up to the 31st day of January last with a Report thereon.

A proposal for the purchase of the Bank's Assets and Liabilities will also be submitted for the consideration of Shareholders.

Particulars of the proposal will be furnished to Registered Shareholders on application at the Bank's Office.

BYRAMJI CURSETJI GHANDY,
CASSUMBHOY DHURUMSEY, } Liquidators.
Bombay, 13th February, 1868.

EPPS' HOMŒOPATHIC COCOA—The purity and delicacy of this preparation have procured for it an ever increasing sale for the past TWENTY YEARS. As a nutritious dietetic for invalids predisposed to biliary derangement, it is, of its kind, unequalled. IN INDIA, it is found particularly useful as a morning beverage, producing none of that nervous irritation, and periodical derangement of the stomach so commonly complained of by those whose 'Chota hueri' is a cup of Tea or Coffee. At once palatable, refreshing, and nutritious, it combines in itself all the qualities most desirable in a beverage which, at so early an hour, may either increase or destroy the ability for proper performance of the business of the day.

Sold in Sealed Canisters of 1 lb. or 2 lb. each at per lb Cash Rs. 1-8; Credit Rs. 2-0.

Agents. TREACHER & Co. (LIMITED.) Bombay and Poona.

RIMMEL'S IHLANGIHLANG, or the Flower of Flowers, Jockey Club, Wood Violet, Tea Flowers, Coffee Flowers, and other delicious perfumes.

RIMMEL'S TOILET VINEGAR, superior to any Eau de Cologne for all Toilet and Sanitory purposes.

RIMMEL'S LAVENDER WATER of unequalled quality.

RIMMEL'S GLYCERINE, WINDSOR, HONEY, and other Toilet Soaps highly beneficial to the skin.

RIMMEL'S EXTRACT OF LIME JUICE AND GLYCERINE, the best preparation for the Hair.

RIMMEL'S ROSE WATER CRACKERS, SCENT WATCHES, and other amusing devices for Balls and Parties.

RIMMEL'S DINNER-TABLE FOUNTAIN, to replace the Rose Water Salver. Price, Silver-plated £1 10s.

Sold by all Perfumery Dealers in the world.

RIMMEL, Perfumer to H.R.H. the Princess of Wales, 96, Strand; 24, Cornhill; 128, Regent Street, London; and 17, Boulevard des Italiens, Paris.

ROSSELET & Co., BOMBAY, CHRONOMETER MAKERS and Importers of English and foreign WATCHES & JEWELLERY of all kinds and descriptions. Established 1858.

Sole Agents in Western India for

Paleck Benoit, Courvoisier Brothers' } Celebrated Gold & Silver Watches,

and some eminent London and Paris Watch Manufacturers.

Gold Prize Medals have been awarded to their Swiss Head Firm, for highly finished Watches at the International Exhibition of London and Paris in the years of 1851 and 1855; also the first Prize Medal has been obtained at the International Exhibition of Nagpore (Central Provinces of India) held in the year 1865 for the best made Watches imported into this country and their moderate prices; also a medal at the Great Paris Exhibition of 1867.

CAUTION.—Spurious imitations of our trade marks having been made by unprincipled parties, we invites to public to inspect the Genuine Mark on our Watch Cases to avoid fraud and imposition.

NOTICES.

B. H. CAMA'S TRUST.—A further DIVIDEND of 2½ per cent. will be paid to Creditors, having admitted claims, on and after the 2ND MARCH next. Vouchers relative to the respective claims must be produced at the time of application for dividend.

J. L. BRODIE,
Manager to the Trustees.

Bombay, 20th February, 1868.

NOTICE.—RUTTONJEE CURSETJEE BOTTLEBOE, late servant of HORMUSJEE COWASJEE and SONS, Parsee Merchants, having rendered his Accounts with all Books, Vouchers, &c., also a Receipt for his Power of Attorney (the original Power of Attorney as stated by him having been stolen in Bombay), has no further power or authority to transact business in the name of the above Firm, nor has he had power to do so since 1st of January 1866.

HORMUSJEE COWASJEE.

Peshawur, 17th February 1868.

NOTICE TO OVERLAND PASSENGERS.—Messrs. ROGHE & Co., 14, Meadow Street, have been appointed Agents for the undersigned, and will arrange to land all heavy luggage from Steamers for Passengers proceeding Inland by Deccan Horse Dak as well as ship it from the Railway Station for those bound homewards,—Daks will also be booked at the office, 14 Meadow Street.

HOWARD BROTHERS,
Proprietors "Deccan Horse Dak" and "Jubbulpore Bullock Train."

Bombay, 30th November, 1867.

D. S. KEMP & Co's ADVERTISEMENTS.

THEIR BUSINESS is under the management of D. S. Kemp, eight years partner in the late firm of ROGERS & Co., Pharmaceutical Chemists; and has been specially organized for the dispensing of prescriptions, and the importation and manufacture of pure drugs, chemicals, and pharmaceutical preparations. Every appliance has been provided both in the laboratory and dispensing department to ensure correctness and rapidity in compounding medicine, and to facilitate the preparation of remedies of guaranteed purity.

The dispensing of prescriptions is carried on by astaff of trained assistants under the immediate supervision of the manager, and is controlled by a system of check which, he ventures to think, will secure public confidence.

MEDICINE CHESTS of every size and form; from the large regimental pattern suited for Contractors, to the small Leather and Oak chests for private use.

Persons travelling or residing at a distauce from dispensaries should never be without one of these useful requisites, which may, at any time, be the means of saving life.

Exploring or Surveying Parties will find them invaluable; Chests are fitted when required with waterproof covers and straps for protection and portability.

Besides having there particular patterns made in England, D. S K. & Co. employ their own mechanics here to alter or construct chests for special purposes as required.

In the absence of special directions from the physician, Kemp's Medicine Chest Companion, written expressly for the chests, supplies full and simple instructions for the use of each remedy.

5, Elphinstone Circle, Bombay. D. S. KEMP & Co.

LIEBIG'S NUTRITIVE EXTRACT.—As prepared by D. S. KEMP & Co. from the finest meats is much superior to the imported preparation. Being liquid, it is much more convenient in administration or use; being free from *air bubbles* which abound in the solid extract, it keeps better and in point of *flavor* the latter is not to be compared with it.

Bottles Rs. 1-8, Rs. 3, Rs. 5, and Rs. 10 each.

5, Elphinstone Circle, Bombay. D. S. KEMP & Co.

D. S. KEMP & CO.'S MEDICAL CIRCULAR.—

Acidum Salirubicum, or Goa Powder for Herpes. Our trade marking guarantees it genuine, a matter of great importance.

Liquor Acidi Salirubic—applied with a camel's hair brush; does not irritate.

Liquor Sodæ Effervescens, P. B.
Liquor Potassæ Effervescens, P. B.
Liquor Ammon. Supercarb. Effervesc (Kemp.) These are now much prescribed as "Morning draughts."
Liquor Lithiæ Effervescens P. B.
Atropized Gelatine Discs.
Calabar zed do.
Dulcicathartine (Kemp) a combination of the active principle of Senna with Sugar. Has a specific action on the bowels even if injected through the skin. The most harmless and agreeable aperient yet produced.
Trochisci Ferri Redacti P. B.
Trochisci Potassa Chiolatis P. B.
Trochisci Sodæ Bicarbonatis P. B.
Lee's Mercurial Vapour Baths,
5 Elphinstone Circle Bombay. D. S. KEMP & Co

ROBB'S NURSERY BISCUITS, and BISCUITS POWDER.—Fresh supplies are constantly received Overland by the undersigned agents for Messrs. Alex. Robb & Co.

5, Elphinstone Circle, Bombay. D. S. KEMP & Co.

TONIC REFRESHER, by the inventor. D. S. KEMP & Co.

5, Elphinstone Circle, Bombay.

PHARMACIE FRANÇAISE.

5 Elphinstone Circle, Bombay. D. S. KEMP & Co.

JUNIPER RESTORATIVE—By the inventor of TONIC REFRESHER.

5, Elphinstone Circle. D. S. KEMP & Co.

BREAKFAST CLARET.

5 Elphinstone Circle. D. S. KEMP & Co.

RUBY CHAMPAGNE; a rich Wine for Invalids.

5 Elphinstone Circle. D. S. KEMP & Co.

TOBACCOS (Wills of Bristol).

5 Elphinstone Circle. D. S. KEMP & Co.

RANGOON OIL: as recommended for Volunteers and in the Army.

5 Elphinstone Circle. D. S. KEMP & Co.

BOMBAY RECLAMATION COMPANY, LIMITED, (IN LIQUIDATION).—NOTICE is hereby given that the ADJOURNED GENERAL MEETING of the SHAREHOLDERS of the Company will be held at the Office of the Liquidators, in Elphinstone Circle, on MONDAY the 2nd proximo, at 3 P. M.

JAMES G. SMITH, }
JAMES RANKEN, } Liquidators.

Elphinstone Circle, Bombay, 24th February 1868.

N. B.—The TRANSFER BOOKS will be CLOSED on SATURDAY the 29th inst., and on MONDAY the 2nd of March.

ORIENTAL SHIPOWNING ASSOCIATION, LIMITED, (IN LIQUIDATION).—NOTICE.—A GENERAL MEETING of the SHAREHOLDERS will be held on FRIDAY the 6th March next, at 3 P.M., at the Association's Office, Apollo House, Apollo Street, for the purpose of receiving the Accounts made up to 31st December 1867, and the Report of the Liquidators.

S. P. FRAMJEE, }
D. BYRAMJEE, } Liquidators.

Bombay, 25th February 1868.

The TRANSFER BOOK of the Association will be kept CLOSED from THIS DATE to 6TH MARCH inclusive.

THE JUSTICES OF THE PEACE FOR THE CITY OF BOMBAY.—I hereby, at the request of the Chairman of the said Justices, give NOTICE that a SPECIAL GENERAL MEETING of the JUSTICES OF THE PEACE for the City of Bombay will be held in the Town Hall, on WEDNESDAY, the 4th day of March 1868, at 3 o'clock in the afternoon precisely, when the following business will be submitted for consideration:—

1. A letter from Mr. Secretary Wedderburn, No. 16 dated 27th January 1868, forwarding copy of the Government Resolution on a letter from the Clerk to the Justices of the Peace on the subject of introducing a Bill to amend Section 39 of the Bombay Act No. II. of 1865, so as to render all Carts and Hackeries using the City Roads, whether plying for hire or not, liable to the Wheel Tax, and on the subject of the increase of the Tax on Labour Carts.

2. A letter from Captain Baker, R. E., Secretary to Government, No. 222 dated 5th February 1868, forwarding copy of the Government Resolution on the subject of the Memorial from the Justices to the Right Honourable the Secretary of State in Council for India, praying to be relieved from the expense on account of the construction of the Overbridges.

3. A letter from Mr. Chief Secretary Ravenscroft, No. 205 dated 25th January 1868, sanctioning the Loan to be raised on the Security of House Rate.

4. A letter from Sir Alexander Grant, Bart., dated 20th January 1868, on the subject of the Municipal Assignment for Primary Education in the City of Bombay.

5. A letter from the Solicitors to the Justices o the Peace, dated 5th February 1868, forwarding copy of a case submitted by them to Mr. White, and of his opinion thereon, as to the power of Justices to entrust to a Finance Committee the powers of sanction contemplated by Section 7 of the Finance Committee's Report.

6. A letter from Crustnajee Rugoonathjee Patell and others, dated 22nd January 1868, enclosing correspondence complaining of the non-supply of Vehar Water to Ghorupdarie Village.

7. A letter from Captain Hancock, No. 3 dated 13th February 1868, submitting to the Worshipful Bench the Report of the Standing Committee on the subject of the question of the salary of the Assistant Executive Engineer for 1868.

8. Two Extracts from the proceedings of the Municipal Finance Committee on the 25th January and on the 11th February 1868, forwarded by the Chairman of the Municipal Finance Committee to the Clerk of the Peace for Circulation to the Justices.

9. A Statement of Collections Rates, Taxes, Fees, &c., made during the month of January 1868.

10. A Statement showing the redistribution by the Municipal Commissioner of the Budget Grants for 1868.

11. The following Contracts notified by the Municipal Commissioner under Section 32 of the Bombay Municipal Act:—

1. Contract for Nowrojee Hill New Road.
2. Contract for Fort Market.
3. Contract for Foras Roads.
4. Contract for Mody Bay Latrine.
5. Two Contracts for Stores.

C. E. STANGER LEATHES,
Clerk to the Justices of the Peace for the City of Bombay.
Bombay, Town Hall, 19th February 1868.

NOTICES.

NOTICE is hereby given that the Contract for the levy of duties on imports and exports of all sorts and description for the year 1868-69 *i. e.* from 1st April 1868 to 31st March 1869, will be given by public competition on the 16th March 1868 at 3 P. M. at the office of the Assistant Magistrate and President Municipality, Sholapoor.

Any one desirous of taking this Contract should be in attendance there on the day and at the time indicated.

Further particulars may be learnt on application to the Secretary, Sholapoor Municipality.

RAMCHUNDER SAKHARAM,
Chairman, M. M. C.

M. Com.'s Office, Sholapoor, 19th February 1868.

COLABA PRESS COMPANY (LIMITED).—NOTICE is hereby given that a DIVIDEND at the rate of RUPEES ONE HUNDRED per SHARE for the past half year ending 31st December 1867, will be payable to the Registered Shareholders in this Company, on production of Share Certificates, at the Office of the undersigned, on and after WEDNESDAY the 4th proximo, between the hours of 11 A.M. and 3 P.M.

The TRANSFER BOOKS will be CLOSED from THIS DAY to 4TH PROXIMO, both days inclusive.

By order of the Directors,
A. E. ASHLEY, Joint Manager,
London, Asiatic, and American Company (Limited),
Secretaries.

COMMERCIAL BANK CORPORATION OF INDIA AND THE EAST (IN LIQUIDATION).—NOTICE is hereby given that a Call of £10 or Rs. 100 per Share has been made by the Court of Chancery on all the Shares of this Corporation, and all Contributories resident in India are required to pay the same on or before the first day of March next, into the Oriental Bank Corporation at Bombay; the Agent of which Bank has been authorized to grant receipts for the same.

Legal proceedings will at once be instituted against all Contributories who shall make default in such payment on the date named.

G. F. RIMINGTON,
Attorney for the Official Liquidator.

Bombay, 21st February 1868.

THE PRINCE OF WALES' PRESS COMPANY (LIMITED).—NOTICE is hereby given that the ORDINARY GENERAL MEETING of the SHAREHOLDERS of the Company will be held at the Registered Office of the Company, No. 1 Rampart Row West, on WEDNESDAY the 4th March at 3 o'clock P.M., for the following business:—

To receive Directors' Report and the Audited Balance Sheet for the half year ending 31st December 1867.
To declare a Dividend.
To appoint Directors and Auditors for the ensuing year.

The TRANSFER BOOK will be CLOSED from 26TH FEBRUARY to 4TH MARCH inclusive.

By order of the Directors,
SIR CHARLES FORBES & Co.,
Secretaries and Treasurers.

Bombay, 25th February 1868.

LINDLEY & WARREN,
PHOTOGRAPHERS & JEWELLERS,
22, APOLLO STREET,

PHOTOGRAPHS in all the newest styles taken daily at the Studio in Apollo Street from 10 A. M. to 4 P. M., and earlier by appointment.

Ladies and Gentlemen attended at their own Bungalows for Groups, Views, &c., without any extra charge.

Lockets, Brooches, Bracelets, Earrings, Charms, Ladies' and Gentlemen's Alberts and other Guard Chains, of first Class quality and make, also Carte de Visite and other Albums for 2 and 4, Cartes de Visite on a page. A large collection of views, groups, and characters C. D. V. are always open for inspection.

Ladies and Gentlemen purchasing any articles of Jewellery from L. & W. that will carry a Photo., will have the same taken and inserted free of charge.

BOMBAY ROYAL SPINNING AND WEAVING COMPANY, LIMITED.

મુંબઈ રાયલ સ્પીનીંગ એંડ વીવીંગ કંપની લીમીટેડ.

मुंबई रायल स्पीनींग येड वीवींगा कंपनी लीमीटेड.

NOTICE is hereby given that all SHARES on which the arrears of Calls will not be paid within 14 days from the date hereof, with Interest at the rate of 9 per cent. per annum, at the Registered Office of the Company, No. 14 Apollo Street, shall be absolutely FORFEITED for the benefit of the Company.

By order of the Board of Directors,
N. A. WADIA & Co.,
Secretaries and Treasurers.

Co.'s Office, No. 14 Apollo Street, Bombay, 24th February 1868.

NOTICE TO CONTRACTORS.—Tenders are hereby invited for the supply of 2,000 Brass-(of 100 Cubic feet) of Sandstone or Sand.

The Sand is to be of a quality suitable for spreading over Road metal to make it bind.

The Sand is to be delivered at the different Metal Depots in the Island as shall from time to time be indicated to the Contractor, and is to be stacked ready for the final measurement on or before the 30th April 1868.

Sample bags of the Sand it is proposed to supply are to be sent along with each tender.

Tenders are to be sent in on or before the 3rd day of March addressed to ARTHUR CRAWFORD, Esq., Municipal Commissioner for the City of Bombay.

The Commissioner does not bind himself to accept the lowest of any Tender.

By order of the Municipal Commissioner for the City of Bombay.

RUSSEL AITKEN,
Executive Engineer to the Municipality.

Executive Engineer's Office, Apollo St., 17th February, 1868.

A CARD.—EUROPEAN REFRESHMENT ROOM AND BOARDING HOUSE,—KALBADAVIE ROAD, left hand side going up, next to the Imperial Press.—A highly desirable resort for sea-faring people, and Europeans in general.

Breakfast., Tiffins (*Lunch*), Dinners, and Suppers served up on the shortest notice.

The Viands of the very best quality.

Mariners of every grade can, at all times, secure berths, through the assistance of the Proprietor, who is in a position to command information, at a moment's notice, of what number and description of hands are required by vessels in Harbour. Service of this nature will be rendered only to such as patronize the Refreshment Room and Boarding House. The Proprietor has shipped several men since the opening of the House.

Inspection of the Premises earnestly requested.

☞ EUROPEAN SUPERVISION.

THOMAS EDWARD DECRUZ, Proprietor.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY.—ORDINARY ORIGINAL CIVIL JISDICTION.

In the matter of Act X. of 1866 of the Legislative Council of India and of the Bombay Presidency Bank Limited.

UPON reading the Affidavit of LOVEJOHN MULLINS sworn the Twenty-fifth day of January, instant, and on hearing MR. HURRELL on behalf of the Liquidators of the abovenamed Bank, I do order that all Creditors of the abovenamed Bank do on or before the fifteenth day of April next send in their names and addresses and the particulars of their debts and claims to the said Lovel John Mullins at the office of the Bank in Meadow Street, Bombay, or in default thereof they will be finally excluded, and I do further direct that this order be advertized once in the *London Gazette*, twice in the *Times*, and eleven times in the *Times of India, Bombay Gazette, Jam Jamshed*, and *Bomoay Summachar*, respectively.—Dated this 25th day of January, one thousand eight hundred and sixty-eight.

C. SARGENT.

JOHN S. HURRELL,
Solicitor for Liquidators,
Bombay Presidency Bank Limited.

NOTICE.—GODRA OIL PRESS COMPANY (LIMITED) (UNDER LIQUIDATION).—THE Public are hereby informed that a MEETING of SHAREHOLDERS of the Godra Oil Press Company was held in the Camp, Baroda, on the 28th December, 1867, at which it was resolved that the Company be voluntarily wound up, and that the undersigned be appointed Liquidators. In consequence of the above resolution, Tenders are invited for the purchase, Lease, or Mortgage of the Company's property, consisting of a Building and complete Machinery for pressing Oil from Seeds, including the site and compound together with all appurtenances.

Tenders will be received until the 20th March 1868 and must be addressed to the undersigned by whom also, and by the Manager at Godra, all further information will be given.

A Cash deposit of 25 per cent of the amount to be paid into the Broach Branch of the Bank of Bombay, on or before the abovementioned date (20th March 1868); the same to be returned should the tender be refused. The remaining 75 per cent to be paid within 15 days of the acceptance of the

COMMERCIAL INTELLIGENCE.

THE SHARE MARKET.

SATURDAY AFTERNOON.

The market opened with a considerable demand for Back Bays, which rose from 550 to 625 with hardly any sellers. Elphinstones declined from 560 to 545; New Do. from 80 to 70. New Bank of Bombay shares close at 2 premium; Port Cannings 365; United Victorias 960. Government Securities: Fours 91, Fives 106¾—Fives and a half 111½. Market quiet.

BOMBAY DAILY BILL AND STOCK LIST.

BANKS

Subscribed Capital	Nominal Value of sh.	Paid up	Dividend.	Names.	Rates.
	Rs.	Rs.	pr.		
2,140,000	1,000	1,000	7	Bank of Bengal ..	1,850 prshare
1,015,000	500	500	....	Bank of Bombay..	83 0 84 p. a.
1,000,000	100	375	....	Ditto Ditto New..	2pm.
1,000,000	250	150	....	Bombay Pres Bank.	100pershare
2,000,000	200	200	....	Bombay Trading & Banking Association	58 per share.
2,000,000	100	100	....	Brokers Banking Company	68 per share
1,000,000	250	250	nil	Central Bank... ..	3 per share
800,000	250	200	5	Chartered Bank of India A. & China.	185pershare.
800,000	200	25	13½	China Bank	6 pershare.
700,000	250	250		Chartered Mercantile Bank of India London & China.	33 p ct prem
1,600,000	250	200	12	Comptoir d'Escompted'Paris.. ..	Nominal.
1,000,000	200	500	9	Delhi and London..	Nequot.
500,000	500	200	....	Indian Peninsular London & China Ba	17 184 p.
3,750,000	200	1,000	9	Madras Bank... ..	63p. ct.
1,000,000	250	125	8 p ct.	National Bank of India	129 to 1
500,000	250	250	12	Oriental Bank Co	75 p. s
600,000	200	200	....	Royal Bank of India	82 p. s
	250	100	....	Guzerat Bank	65 [illegible]

SHIPPING COMPANIES.

300,000	5,000	3,500	.....	Bombay ship Co.....	2,250 per share
260,000	2,500	2,500	9 25 p. ct.	Canton and River Steam Nav. Co...	600 per share
350,000	5,000	3,500	.....	Bombay and Bengal Steam-ship Co... ..	2,525 per share
120,000	5,000	2,500	.....	Prince of W. Ship Co	1,200 per share
150,000	50	50	.....	Vegas Patent Ship & Foundry Co.....	129 per share
	3,000	3,000	250	Union Shipping Co. Limited.	100 per shar

LAND COMPANIES.

1,000,000	12,000	5,200	....	Back Bay Reclamation Co.	625 per share
1,080,000	1,000	1,000	30 p.s.	Elphinstone Land Co...	545 per share.
1,080,000	1,000	400	....	New Do.	70 sh
2,000,000	10,000	4,100	....	Frere Land Co. ..	135 per share
110,000	2,000	900	....	House and Land Investment Co...	Noquotation
105,000	5,000	4,100	....	Mazagon Land and Reclamation Co.	510 per share
....	2,000	1,200	25 p.	Port Canning.. ..	365 per share
2,160,000	2,000	2,000	....	Colaba Land Co...	960 per share

EXCHANGE

On	Terms.	Rates
London Banks.. ..	4 months'sight	1s. 10½d to 1s 10 9/16d.
Do. Credits.. ..	4 Do. do...	1s 10 11/16d.
Do. Documents..	4 Do. do...	1s. 10¼d 1s. 10 15/16d.
Calcutta..	At sight	100½.
Do, ...	30 days' sight..	99¾.
Do.	60 Do. do. ..	99¼.
Madras	30 Do. do. ..	1 dis.
China..	60 ays'sight ..	216.

GOVERNMENT SECURITIES.

Government Securities ..	..	6 per cent.
Mercantile Bills.. ..	..	8 do.
Four per cent. Co.'s	1835-36	} 91
.. ..	1842-43	
.. ..	1854-55	
Five per cent. Co.'s Rs. Loan	1856-57	106¾
Five per cent. Public Works Loan	1854-55	105
Five and a half per cent.	.. .. ..	111¾
Municipal 6 per cent. Loan	.. .. ..	111¼

BANK OF BENGAL.

Government Securities ..	.. ..	7 per cent.
Mercantile Bills ..	.. ..	10 do.

PRICES OF BULLION, &c.

Sovereigns each	.. ..	Rs. 10-8-0
Bank of England Notes ..	.. ..	,, 10-4
Spanish Dollars	.. ..	,, 225
Gandhis	.. ..	,, 290
Mexican Dollars.. ..	.. ..	,, 220
German Crowns	.. ..	,, 210
Five-franc Pieces ..	.. ..	,, 223
Bar Silver	.. ..	,, 108-8
Gold Leaf	.. ..	,, 15-1
Bar Gold .0 oz. English..	.. ..	,, 10-9

DAILY COTTON MARKET REPORT.

BOMBAY, 29TH FEBRUARY, 1868.

			PER CANDY.
Oomrawuttee ..	Old ..	..	} 160 to 165
Akote	.. ..	..	
Khandeish	.. ..	..	} 150 to 152
Barsee	.. ..	..	
Dhollera	.. ..	..	} 178 to 180
Bhowaggur	.. ..	..	
Broach	.. ..	..	180 to 185
Veeravul	.. ..	..	170 to 175
Vingoria	.. ..	..	175 to 178
Compta	.. ..	..	} 178 to 180
Dharwar Sawginned ..	.. ..	..	
Oomrawuttee ..	New ..	..	} 200 to 202
Akote	.. ..	..	
Broach	.. ..	..	205 to 210
Dholleras	.. ..	..	} 195 to 205
Bhownuggur ..	.. ..	..	
Ready Sales...	...		...975 Candies.
For delivery ...	...		...2,175 ,,
Market firm.			

BENGAL COMMERCIAL, FEB. 23.

Government Securities.—There were demands for 4 per cents at 8s. 8- discount, and it was reported that upwards of 5 lakhs changed hands at this price; towards the afternoon some small lots obtained Rs. 7-14 discount. No business announced in 5 and 5½ per cents. 3 years' Debentures sold at Rs. 4-4 premium, and 10 years' Debentures at Rs. 8-8 premium.

National Bank shares were bought, for orders, at Rs. 130.

Some purchases of Allahabad Bank shares took place at Rs. 90 each.

A transaction in Beerbhoom Coal Co.'s shares changed hands at Rs. 520, exclusive of dividend was reported.

India General Steam Navigation Co.'s shares changed hands at Rs. 580

Port Canning Land Investment, &c, Co.'s shares sold at Rs. 295.

Government Securities.—The transactions reported to-day were at the following rates: 4 per cents in sums of Rs. 50,000 and under at Rs. 8-0, 7-14, and 7-1 discount; 5 per cents. only small pieces, at Rs 8-8 to 8-12 premium; 5½ per cents. two or three sales, Rs. 10,000 and under, at Rs. 13-8 premium; and 10 years' Debentures at Rs. 8-8 and 8-10 premium.

Sales of 6 per cent. Municipal Debentures were effected at Rs. 5 2 premium.

Several purchases of National Bank shares were made at Rs. 130 and one at Rs. 129.

East India Railway stocks were bought, for orders, at Rs. 250 and 251 per £20.

Great Eastern Hotel Co's shares were placed at Rs. 120.

At the meeting of shareholders in the Howrah Docking Co., the directors' report was adopted and accounts passed; a dividend of Rs. 18-12 per share, or at the rate of 7½ per cent per annum was declared, and the directors and auditors re-elected.

India General Steam Navigation Co's shares sold at Rs. 575 and 580 per share of Rs 1,000 paid up.—*February 24th.*

MILITARY.

ARRIVALS.—FEB. 29.

Davidson, Captain R. E., on duty, from Kurrachee.
Calder, Surgeon 18th Regt., to join from Poona.
Jagoe, Assist. Surgeon, Medical Staff, on sick leave, from Mhow.

DEPARTURES.—FEB. 29.

Sadler, Captain H M. 42nd Regt., on leave, to England.
Woodcock, Major Hydrabad Contingent, on sick leave, to England.
Hick, Major, Ben. Staff Corps, on leave, to England.
Bishop, Captain Madras Staff Corps, on furlough, to England.

PRESIDENCY PAY-OFFICE NOTIFICATION.

Bombay, 27th February, 1868.

It is hereby notified that pay and allowances in arrears for February 1868 will be issued to the troops, &c., on the undermentioned days, from 10 A. M. till 3 P. M., (except on Saturdays, and on the 10th and 20th, when payments will be closed at 1 P. M., and no monies will be received after that hour), and that all abstracts should be sent to the Pay Office for examination two clear days before payment.

The Presidency Paymaster has received instructions from the Finance Department to enforce strictly the orders laid down in this notice, with respect to the abstracts being sent in for examination on certain dates by departments and regiments, and to payments being made on the days hereinnamed:—

On Monday and Tuesday, the 2nd and 3rd, General and Garrison Staff.

On Wednesday and Thursday, the 4th and 5th, Officers on duty at the Presidency.

On Friday, the 6th, payment of remittances to Bombay from Officers and Establishment in Abyssinia.

On Tuesday, the 10th, H. M.'s 22nd Regiment N. I.

On Thursday, the 12th, H. M.'s 8th Regiment N. I.

On Saturday, the 14th, H. M.'s 21st Regiment N. I., or Marine Battalion.

On Monday, the 16th, Gun Carriage Department.

On Tuesday, the 17th, Colaba Sanitarium.

On Wednesday, the 18th, Depot of Her Majesty's 25th Regiment N. I.

On Friday, the 20th, Ordnance Department.

On Saturday, the 21st, Roman Catholic Orphanage.

On Monday, the 23rd, Byculla Schools.

No abstracts or bills will be paid that are not according to the new printed forms, copies of, and instructions regarding which, can be obtained by personal application at the Presidency Pay Office.

No monies will be received nor payments made after 3 P.M. on any day, nor can any cash transactions take place on the last working day of the month, when the cash-balance has to be paid into the General Treasury.

SHIPPING.

DAILY FREIGHT REPORT.—29TH FEB.

Port.	Cotton.	Seed.
To London... ..	.....	£3 0s, 0d to £3 10
,, Liverpool ..	.....	£3 0s. 0d. to £3 5
By Overland Route	.....	£7 0s. 0d. to £7 10
To China	Rs. 10 to 12 per bale.	....
,, Mauritius	No business.	....

ARRIVALS.

Date.	Vessel.	Commander.	From
Feb. 29	Selingbroke	Morton	London, Nov. 1
	Henry Burke	Nicols	Boston, Nov. 1
	Rahoo Maniah	Nacoda	Rangoon, Jan. 12
	Phineas Fendleton	P. Pendleton	Liverpool Oct. 27
	Tempest	Hutton	Sunderland, Sep. 26
	Sultana	Questa	Rangoon, Jan. 25
	Mariana	Perreira	Liverpool Oct. 29
	Comete	Madean	Calcutta, Jan. 29
Mar. 1	Bombay Castle (s)	Couts	Sea.

DEPARTURES.

Date.	Vessel.	Commander.	Destination.
Feb. 29	Nadeeda	Forman	Annesley Bay
	Sumatra (s)	Browne	Aden and Suez
	Asia (s)	Irvine	Annesley Bay.

NEW ADVERTISEMENTS.

APPARTMENTS TO LET in Nesbit Lane, BYCULLA. Rent Rs. 60 per month. Apply to "W. B.," care of the *Bombay Gazette* Office.

LOST, on Wednesday, last a DOG, of yellow brown colour, called "ASK HIM." Whoever brings it to our Office will be rewarded.
NANABHOY & SORABJEE, Dabash.
British Hotel Lane.

UNION BANK OF BOMBAY (LIMITED) IN LIQUIDATION.—NOTICE.—Holders of ALLOTMENT LETTERS, who do not lodge same for registration before the 14th instant, will not be paid the first distribution on same until the final distribution of the Assets is made.
SORABJEE TAMOOLJEE, JOHN WESTLAKE, } Liquidators.
33, Meadow Street, Bombay, 2nd March 1868.

NOTICE.—Consignees of Cargo per Ship "TURKISH EMPIRE," from London, are requested to send Boats for their respective Goods without delay, failing which all Packages so soon as ready will be landed by the Captain at the risk and expense of the concerned.
Captain BARCLAY will not be responsible for the condition of any Package after it leaves the ship's deck.
SIR CHARLES FORBES & Co., Agents.
Bombay, 29th February 1868.

NOTICE.—Consignees of Cargo, per Ship "BOLINGBROKE," arrived from London, are requested to send off Boats immediately for their respective Goods as they come to hand, failing which they will be landed by the Captain at the expense and risk of the concerned.
Captain NORTON will not be responsible for the condition of any Package after it has once left the Ship's deck.
ROBINSON & Co.,
Agents for Ship *Bolingbroke*.
Bombay, 19th February 1868.

BOMBAY ROYAL SPINNING AND WEAVING COMPANY (LIMITED).

મુંબઈ રાયલ કપાસીનીંગ એંડ વીવીંગ કુંપની (લીમીટેડ).

NOTICE is hereby given that an INTERIM DIVIDEND, at the rate of RUPEES ONE HUNDRED (Rs. 100) per Share will be paid on and after WEDNESDAY, the 11th March, instant, to Shareholders whose names will be on the Company's register on the 5th instant. Share Certificates will require to be produced before payment of the Dividend.
CASSUMBHOY DHURUMSEY,
Secretary, Treasurer, and Agent.
No. 14, Apollo Street, Fort, Bombay, 1st March 1868.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY.—ORDINARY ORIGINAL CIVIL JURISDICTION.
In the matter of Act X. of 1866, and of the EASTERN FINANCIAL ASSOCIATION, LIMITED.
NOTICE is hereby given that WARRANTS of ARREST will on and after the 10th day of March next be issued against all those Contributories of the abovenamed Association who shall have by that time FAILED to PAY the CALL of RUPEES THIRTY per SHARE now due and payable by them.—Dated this 29th day of February 1868.
JOHN S. HURRELL,
Solicitor for Official Liquidator.

NOTICE is hereby given that the undermentioned and other ARTICLES of UNCLAIMED and CONFISCATED GOODS will be sold by PUBLIC AUCTION at the Town Custom House (in accordance with the Notice given in the *Government Gazette* of the 6th instant, and in conformity with Sections LVI. and LVII. of Act VI. of 1863) on THURSDAY the 12th proximo, consisting of Jams and Jellies, Beer, Candles, Cognac, Table Salt, Preserved Fruits, Oleo of Rose, Tobacco, Bengal Goracco, Syrups, Morelle Wine, Raw Silk, China Trunas, Leather, Umorellas, Sarries, Almonds, Red Raisins, English Butter, Hams, Rice, Scissors, Penknives, and a variety of other articles.
A deposit of Rs. 25 per cent. will be required as the lots are knocked down, and the goods to be cleared within three days after the day of sale.
C. J. DAVIES,
Deputy Commissioner of Customs, P. D.
Bombay, Cust. m House, 28th February 1868.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY.—ORDINARY ORIGINAL CIVIL JURISDICTION.
In the matter of Act XXVIII. of 1865 of the Legislative Council of India, and in the matter of LIMJEE MANOCKJEE and COWASJEE MANOCKJEE, respectively Parsee Inhabitants, lately trading in Bombay under the name and firm of Messrs. MANOCKJEE LIMJEE and Company.
NOTICE is hereby given that the Trustees of the above Estate have filed with the Prothonotary of this Honourable Court the half-yearly accounts of the Liquidators of the said Estate made up to the 31st day of December last, and also a supplemental account made up to the 27th day of February instant, and that JULIAN RAY SOMERVILLE, one of the Trustees of the said Estate, about to depart for Europe, will, on the 14th day of March next, apply to one of the Judges of this Honourable Court for his discharge from the office of such Trustee.—Dated this 29th day of February 1868.
RIMINGTON, HORE & LANGLEY,
Solicitors for the Trustees.

MESSRS. HEERALALL & Co.,—AUCTION SALE OF VALUABLE LANDED PROPERTY —ON SATURDAY the 14th day of March 1868, at 4 P. M., on the premises, Messrs HEERALALL & Co. will sell by PUBLIC AUCTION, by order of of Mortgagee, and on account and risk of Moroba Kanooba Kesswjee, all that piece and parcel of Land or Ground, together with messuage, tenement or dwelling-house standing thereon, situate, lying, or being at Parell, in the sub-district of Mahim, containing about 5,383 1-9 square yards or thereabouts, which said property is registered in the Books of the Collector of Land Revenue under No. 109, and assessed by the Collector of Assessment under No. 39, and bounded as follows:—On the East by the Goren of Pascolen, and the undermentioned property of Moroba Kanooba Kesswjee, on the West by the Temple and charity grounds of Moroba Kanooba Kesswjee, on the North by the grounds of Damoder Kesswjee, Dwara Kinee and Vithul Kinee, and on the South by the Pareli Tank.
2. Another piece and parcel of Land or Ground adjacent to the abovementioned property, containing about 6,473 7-9 square yards or thereabouts, which said property is registered in the Books of the Collector of Land Revenue under No. 109, and bounded as follows:—On the East by the property of Moroba Luxmonjee, on the West by the abovementioned property of Moroba Kanooba Kesswjee, on the North by the ground of Damodur Kesswjee, and on the South by the ground of Moroba Luxmonjee.
Further particulars, if required, can be had at the Office of MR. KHUNDERAO MOROJEE, Solicitor.
Bombay, 2nd March 1868.

ST. ANDREW'S LIBRARY, THACKER, VINING & Co.

NEW AND OTHER BOOKS RECEIVED PER STEAMER "BARODA."

HEPWORTH DIXON'S "Spiritual Wives," 2 vols.	21	0
GUSTAVE DORE'S Historical Cartoons	5	12
ROSSER'S Self-Instructor in Navigation	8	0
J. R. PATTERSON'S Railway Finance	2	0
SEDDON'S Rambles in the Rhine Provinces. *Photogravings*	31	8
BURGH's Maritime Law	8	0
ILLUSTRATED London News, 2 volumes, 1867	27	0
TIMB'S Curiosities of London	16	0
STATESMAN'S Year Book, 1868	8	0
MOLESWORTH'S Engineer's Pocket Book	7	8
KEITH JOHNSTON'S Handy Royal Atlas	39	8
KEITH JOHNSTON'S General Gazetteer. *New edition* 1868. *Half Russia*	27	0
HAUGHTON'S Natural Philosophy, popularly explained	3	8
SEXTON'S Builders' Pun Book, 1868	3	0
THOMSON'S Lunar Tables	7	8
MARSHMAN'S History of India, 3 vols	17	4
BLENKARIE'S Engineering Specifications	13	8
BARLOW on the strength of Materials	13	8
MARRYATT'S Code of Signals	9	0
HOOK'S Lives of the Archbishops of Canterbury, Vols. V. and VI	21	0
JEFRAY'S Hand Book of Field Service	5	0
TENNYSON'S Poems, 6 Vols. *white vellum*	80	0
ARBCKEL'S Comic History of Rome	5	12
INTELLECTUAL OBSERVER, Vol XII	8	0
McCAUSLAND'S Adam and the Adamite, *new edition*	4	8
ROGET'S Animal and Vegetable Physiology, 2 vols.	9	0
EMANUEL'S Diamonds and Precious Stones. *New edition*	8	0
NELIGAN'S Medicines, by MacNamara. Seventh edition	13	8
RAMSBOTHAM'S Obstetric Medicine and Surgery. Fifth edition	16	8
HEWIT on Diseases of Women	18	0
NAQUET'S Modern Chemistry, by Cortis	18	12
FERGUSON THE ASTRONOMER, Memoirs, &c	10	8
MAJOR MALLESON'S History of the French in India	12	0
COOTE'S Admiralty Practice	9	0
BARLOW'S Practice of Medicine	8	0
SMITH'S Classical Dictionary	12	8
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NEW ADVERTISEMENTS.

CHURCH MISSIONARY SOCIETY.—A BAZAAR in behalf of FEMALE EDUCATION will be held at the ROBERT MONEY SCHOOL, TUESDAY and WEDNESDAY, 3rd and 4th March 1868.
Open from 11 A. M. to 7 o'clock P. M.
N.B.—There is a large quantity of Children's Clothes.
T. K. WEATHERHEAD,
Secretary Bombay Church Missionary Society.

THE ALLIANCE SPINNING COMPANY LIMITED.—NOTICE is hereby given that a Dividend has been declared at the rate of Rupees 250 per Share payable on and after MONDAY the 2nd day of March next (to Shareholders whose names are on the Company's Register on the 14th instant) being at the rate of 20 per cent. per annum on the paid-up Capital, for the half-year ending 31st December 1867. Share Certificates are required to be produced on payment.
FURDOONJI ARDASEER,
Acting Secretary.
Bombay, 24th February 1868.

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Petition of Indigo Dyers.
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Complaint by Ailee Sulaman.
Petition against the Girgaum Night Soil Depot.
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A complaint in the wrong quarter.
Appointment of Auditors.
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Published at the *Bombay Gazette* Press.

ADVERTISING AT RAILWAY STATION.

The Proprietor of the "BOMBAY GAZETTE" PRESS having leased (among other privileges) from the Great Indian Peninsula Railway Company, and the Bombay, Baroda and Central India Railway Company, the exclusive right of Advertising at all the Railway Stations belonging to these two Companies, is prepared to contract with parties desirous of posting Notices, or Advertisement, on the lines

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Bombay Gazette Press, 1868.

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NEW ADVERTISEMENTS.

NOTICE.—LOST, STOLEN, or MISLAID, a SHARE CERTIFICATE, No 89 of the Bombay Royal Insurance Company, under liquidation. Whoever brings the same or gives information that may lead to its discovery to the undersigned will receive a SUITABLE REWARD. Payment of First Distribution of Assets, now in course of payment, has been stopped.
SOBHAGCHUND MOOLCHUND.
Bombay, 1st March 1868.

MR. J. NEUBERG,
BOMBAY,

BEGS to draw the attention of the Public to the carefully selected Goods which he has in stock as described below:—

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POSTAL NOTICES

For Post on the S. E. Line of the G. I. P. Railway, *i. e.* for Poona he Deccan, S. M. Country, and Madras Presidency 12 noon; after Packet letters, 1 P. M.
For Post on the S. E. Line of the G. I. P. Railway, *i. e.* for Stations on the Railway line as far as Poona 8 A. M.
For Post on the W. S. and C. I. Railway, *i. e.* for Post Offices on the Railway line, Guzerat, Scinde, Katiawar, and Kutch 7 A. M.; after Packet letters 8 A. M.
Registered Letters and Sanghr Parcels for despatch by all Mails will be received, except on Sundays, from 7 to 8 A. M. and from noon 2 to 5 P. M.

EXTENSION OF TIME IN POSTING OVERLAND LETTERS.—The Post Master being frequently unable to obtain early intelligence, on Overland Mail days, of the anticipated time of arrival of the North East Mail Trains, upon which the departure of the Suez Steamer depends, and having in consequence no means of giving the public timely notice of unavoidable detentions of 2 or 3 hours, it is hereby notified that whenever the departure of the Suez Steamer is obliged to be put off, notices will be sent to the Secretariat, Chamber of Commerce and the Public Journals in the Fort, and one will be hung up conspicuously outside the Post Office gates for general information. To give the public the advantage of posting letters of importance to the latest hour, when such minor detentions occur, the Mail boxes will be kept open for *fully prepaid* letters upon which the after-time fee is affixed, to within 15 minutes of the departure of the mail Vans notification of which will be obtained at the Post Office.

OCEAN MAILS.

The following Ocean Mails will be made up and despatched at the *time named*:—

	Date of departure.	Mail will close	An after Packet will be made.
China, Ceylon, Penang, Singapore, Hongkong, Cape of Good Hope, Mauritius, Natal, Reunion, St. Helena, Muscat, Persian Gulf, Bussorah, Bagdad, Kotaghery, Vingoorla, Goa, Karwar, Beypore, Mangalore, Cochin, Calicut, Cannanore, Tellicherry, Kurrachee	15th and 30th.	6 P. M. previous evening.	7 A. M. on the day of departure
	15th.	Ditto.

1st of May had elapsed; and, therefore, owing to the stipulation that the Company was to be formed before that date, the award was altogether upset.

Mr. Moteeram—And then you entered into another agreement?

Mr. Muncherjee—After that date the directors were most anxious to bring matters again to a close, and, as has just been stated in the report, it was not an easy task for them to bring the vendors all together, because, although at the time the award was given all the vendors were in a solvent condition, or were at all events capable of dealing on their own account, yet, when the award had to be set aside, some of them had personally no claim whatever on their own shares, some having become insolvent, while others again were of course not in a position to accept a lower sum than had originally been agreed upon. But after a great deal of anxiety and trouble on the part of the directors a second meeting of all the vendors was held on the 14th December, when a renewal of some of the terms of the award was agreed upon and a final settlement made in respect of the sum that was to be paid in cash. The directors could not have paid the amount without making an additional call upon the shareholders—which I think no shareholder would have liked—and to avoid the necessity of making a call they were ultimately advised, and they thought it fit for the interests of the shareholders, to give up the 1,000 shares which were to have been reserved for the Company, and the interest in forfeited shares. If they had not done this it would have been impossible to come to terms with the vendors. What is now submitted is simply that all the shareholders who have paid the call of Rs. 100 should receive three shares in the new Company for two shares in the present Company, and that all the rest of the property is to go to the vendors. Those are the conditions on which the vendors agreed to compromise their claim for 48 lakhs of rupees.

Mr. Moteeram asked whether the property was actually at present in the names of the vendors. Originally a part of the property, which had been leased by Nicol and Co. and Kessowjee Naik at Rs. 30,000, annually was sold to the vendors at a profit of 20 lakhs; another part was purchased by Premchund Roychund for 7 lakhs and sold to the vendors for 35 lakhs; and these two properties, with one or two others, were sold by the vendors to the Company for about a crore of rupees. Had those vendors any deed in their own name when they purchased from Nicol and Co., Kessowjee Naik, and the others?

Mr. Lynch (solicitor to the Company)—Part of the property was conveyed to the vendors, and other parts were not conveyed to them.

Mr. Moteeram—That which was rented by Kessowjee Naik and Nicol and Co for Rs. 30,000?

Mr. Lynch—That was conveyed to them.

Mr. Moteeram—And that which Cursondass Madhowdas (one of the promoters as well as a vendor) had rented for Rs. 500?

Mr. Lynch—That was conveyed to Cursondass.

Mr. Moteeram—Will you produce the deed?

Mr. Lynch—No; I'll not.

Mr. Moteeram—Have you any proof that it was conveyed to Cursondass's own name? I think it was not.

Mr. Lynch—Well, it has been conveyed since

Mr. Moteeram—When?

The Chairman—It is not standing in his own name. The property was in his possession, but it was not conveyed to him.

Mr. Moteeram—Then it was rented to Cursondass?

The Chairman—Yes.

Mr. Moteeram—By whom?

The Chairman—By Cowasjee Bisney.

Mr. Moteeram—On what conditions was it purchased?

Mr. Muncherjee Nowrojee—For three lakhs of rupees in hard cash.

Mr. Moteeram—And the property was to be conveyed into the Company's name at that time?

Mr. Muncherjee—But you are speaking of transactions that took place two years ago.

Mr. Moteeram said the directors had been requested to allow the books to be examined, but had not permitted it to be done.

The Chairman said that at the time referred to, all the money of the Company was locked up in the Imperial Banking & Trading Company, the Asiatic Financial Association, and an advance to Premchund Roychund, and was therefore not available.

Mr. Moteeram—On what security was the money advanced to Premchund?

The Chairman—No security whatever. On his personal security.

Mr. Moteeram—Had the directors the power to lend money on personal security?

The Chairman—The directors thought they had.

Mr. Moteeram—We do not want to know whether they *thought* they had or not.

The Chairman—I can only say the directors thought they had.

Mr. Lynch—It is a matter of law and not a matter of fact.

Mr. Moteeram—Had they the power, I ask?

Mr. Lynch—You as a shareholder can be advised on the point as well as the directors.

Mr. Moteeram—You were solvent for many years and did not pay Cursondass and the others, and then when Premchund fails the Company is obliged to bear all the loss. Is it not on account of the directors that the shareholders have suffered?

The Chairman—The directors also have suffered.

Mr. Moteeram—What have they suffered?

The Chairman—More than others.

Mr. Moteeram—In this respect the shareholders have suffered, that while the property was worth about 7 lakhs, with an annual rental of Rs. 30,000, it was purchased for a crore, and ruined the shareholders.

The Chairman—That is not a question for the shareholders now to ask. They should have considered it when the property was bought. I am not sitting here to answer such absurd questions.

Mr. Moteeram—Well, if you consider it absurd don't answer.

The Chairman—No, I won't if you put it in that way, but if you put it in a proper way I shall answer you.

Mr. Moteeram—Who is to receive all the money which will be received from the Asiatic Financial in future?

The Chairman—The vendors. That is, if any money is recovered the vendors are to receive it.

Mr. Moteeram—And there is some to be recovered?

Mr. Muncherjee Nowrojee—The amount is unknown. It may be Rs. 30,000 or perhaps Rs. 20,000.

Mr. Moteeram—All the money recovered hereafter must go into the hands of the vendors. Then what is the brokerage?

The Chairman—About Rs. 25,000 I believe.

Mr. Moteeram—And the law expenses?

The Chairman—I don't know.

Mr. Moteeram—Have you not ascertained that yet?

The Chairman—We cannot ascertain it now. There was a gross estimate that the vendors would have a claim against the Company of about two lakhs of rupees, which must be satisfied either in cash or in shares, and as we had no cash we preferred giving them 1,700 shares in liquidation of that claim. If you think it is unreasonable, and if any shareholder can pay two lakhs, I think we can yet redeem those 1,700 shares for the shareholders and pay another call.

Mr. Moteeram—If another call is made, of course the shareholders will see whether they are liable to pay it or not.

The Chairman—Whether they are liable! I think there is no doubt of that.

Mr. Lynch—Originally the directors had no control over the arrangement which the promoters had made with the vendors, because clause 57 of the Articles of Association says—

"The arrangements and agreements which have been made and entered into with other persons by the said Lyttleton Holyoake Bayley, Rudolph Ahlers, Ardaseer Cursetjee Dady, Karsandas Madhavadas, Byramjee Hormusjee Cama, Culliandas Mohundas, Merwanjee Nusserwanjee Bhownuggree, and Ardaseer Eduljee Chinoy, as promoters of the Company, are hereby approved and ratified, and the directors shall carry out such arrangements and agreements with such modifications or additions as to the said promoters may seem proper, and for that purpose shall cause to be prepared and executed all necessary deeds and instruments."

Of course all the shareholders were parties to the articles of association, and it was on this basis that the Company was formed.

Mr. Muncherjee Nowrojee—The shareholders thought only of the Rs. 8,000 premium at that time.

Mr. Lynch—It is not for the shareholders to go into matters now, which should have been brought forward before the formation of the Company.

Mr. Moteeram asked to be allowed to see the award made by Mr. Nusserwanjee Ardaseer Wadia, and the last agreement with the vendors.

Mr. Lynch was not aware that any one had ever applied before this time to see the agreement

Mr. Muncherjee said Mr. Peile had done so and had said he was satisfied.

Mr. Muncherjee read the agreement, which is as follows:—

Terms of compromise between the vendors and the Frere Land and Reclamation Company, Limited, in substitution of clauses three and four of the agreement, dated Nineteenth October, One Thousand Eight Hundred and Sixty six.

First.—That the shares which have been forfeited by the Company for non-payment of second call of rupees one hundred and the 1,000 shares reserved by the award of N. A. Wadia become the property of the vendors so as that in the allotment of shares in the new Company they receive shares on account of these forfeited and reserved shares in addition to the number to which they are entitled under the award of Mr. Nusserwanjee Ardaseer Wadia.

Second.—That the Company pay out of the proceeds of the present call and the money to be received from the Asiatic Financial Association, Limited, the present debts and liabilities, and hand over the residue to the vendors.

Third.—That in consideration of the said shares and residue, the vendors pay all their own costs, charges, and expenses, and brokerage.

Fourth.—That the proposed new Company be formed as soon as conveniently can.

Dated this 14th day of December, 1867.

J. W. WARTER, Acting Manager of the Central Bank of Western India, Assignee of C. N. Cama.

MUNCHERJI NOWROJI BANAJI.
NURSEE KESSOWJI.
BYRAMJI CURSETJI. } Liquidators of the
CASSUMBHOY DHURAMSEY } East India Bank.
CASSUMBHOY DHURUMSEY.
WILKS HI L, Acting Official Assignee of the Estate of Alladinbhoy Habibhoy.
R. A. DALLAS, Chairman. } Of the Frere
A. C. BRICE, Director. } Land and Re-
CULLIANDASS MOHANDASS, do. } clamation Co.,
MERWANJI FRAMJI PANDAY, do. } Limited.

Mr. Moteeram—Then, 3,500 shares were to be given to the vendors in the beginning, and, according to what is now stated, the call was paid on about 1,300 shares. 1,800 were to be given to the public and 3,500 to the vendors—that is, about 5,300. That is the first arrangement. Then there were about 2,200 shares remaining, which the vendors will now take. That is, Rs. 2,20,000, and there will be, in addition, recoveries from the Asiatic Financial and others, bringing it up to more than three lakhs.

Mr. Muncherjee—According to the present rate (Rs. 170) when there are only 1,200 shares in the market, they will realise 2 lakhs, but when there are 12,000 shares in the market do you think they will fetch the same price? If the shareholders are prepared I think the vendors will take two lakhs and give up all this.

Mr. Byramjee Cursetjee—I have authority from the vendors to state that if the shareholders think they have not been fairly dealt with, they are willing at this moment to set aside the agreement and fall back upon their former rights.

Mr. Lynch—Look at it in a legal way and see how the matter stands.

Mr. Byramjee said that Mr. Moteeram had only lately become a shareholder by buying a share for Rs 200.

Mr. Moteeram—Whether I am a shareholder from the beginning or not does not matter.

The Chairman said that if the shareholders did not agree to the terms they must take the consequences.

An excited conversation in the vernacular took place between Mr. Byramjee Cursetjee and Mr. Moteeram, and Mr. Lynch remarked that a conversation of that kind between two shareholders was irregular.

The Chairman said that Mr. Moteeram had been invited to assist the directors in their efforts, but instead of doing so had run away.

Mr Moteeram requested that a letter which had been written by Dr. Dallas in reference to the arrangement with the vendors should be produced.

Mr. Lynch—What has that to do with the adoption of the report?

Mr. Muncherjee said the resolution should be put to the shareholders.

Mr. Moteeram—I do not object to that; but before that I want you to produce that letter.

Mr. Lynch—Was the arrangement to be carried through or were the shareholders to pay another call? That was the whole question.

Mr. Moteeram—The letter to which I refer is one in which it was distinctly stated that if the shareholders paid a lakh and a half all would be completed.

The Chairman—I don't wish to have any more bother about it.

Mr. Moteeram—You may call it bother!

The Chairman—I will now propose "That the report of the directors and the balance sheet for the past year, be received and adopted."

Mr. Byramjee Cursetjee Gandee said—In seconding this motion I crave permission to say a few words on one or two subjects embraced in the report. The first is the very satisfactory settlement of the very large claim of the vendors of a large portion of the property called the Frere Land and Reclamation Company's property. This claim of 48 lakhs of rupees, and interest for two years and longer, has been settled in a manner that appears to me most ingenious and peculiar, while at the same time it is most beneficial to the shareholders. Situated as the shareholders have been till very recently, I confess, gentlemen, that I have often trembled as to what should befall them; but now, through the anxious care and attention which the directors have paid to their interests, and through the extreme moderation,—nay, very great liberality—shown by the vendors towards the present Company, all disagreeable apprehensions are past. A friend of mine only an hour before the meeting remarked to me, on my mentioning to him what had really passed between the Company and the vendors, that it seemed to him more a dream than a reality. That all the parties concerned should have met together, not as angry debtors and creditors to settle long-standing dues, but as friendly partners to divide peaceably the remains of a concern which might have gone into liquidation to the ruin of the shareholders, is a circumstance remarkable in itself; and I say that it will form a pleasing incident in the narrative of the speculation mania of the years 1864 and 1865. And while congratulating the shareholders on the very pleasing termination of their troubles, I may be permitted to say that the example set by the vendors—the example of earnest work and liberality, set both by the directors of the Company and the vendors, will not be lost on those connected with similar companies. On this point, while disclaiming even the least sympathy for those who wish to defraud their creditors of their just dues, I ask permission to be allowed to state that if relief be the object of those who are the leaders of the community—if it be their object to relieve Bombay from the state of misery under which it has been groaning for such a long time—I believe that the proper ingredients for the remedy ought to be moderation and forbearance on all sides. Another point, gentlemen, that I would refer to before sitting down, is the formation of the new Company which has already been called into existence to absorb the old. This Company, though not formed under such very ostentatious circumstances as the old one, still begins under far better auspices. The holders of shares in it will not be mere speculators as of yore, but *bona fide* investors, and the directors will strive solely for the consolidation and improvement of the property of the Company, rather than seek to play the parts of bulls and bears in the share market. The property of the Company—consisting as it does of several lakhs of square yards of valuable land, capable of being brought into cultivation, or of being used for building purposes, and with a harbour frontage or "bunder" as we call it, capable of being turned to various uses for facilitating the growing commerce of this island—is likely to yield soon a handsome return to the shareholders. It would certainly be premature just now to give an estimate of the probable value of the property in a few years hence; but this much can be safely said—that the exertions of the directors towards the completion of new works and the improvement of those already carried out, and a discreet and careful management of the whole concern, will soon give rise to a temptation to the proprietors to hold on their shares for a long long time to come. I am not an enthusiast, who would venture to say that the property of the Frere Company will in future vie with the very admirably situated possessions of the Elphinstone Land and Press Company, but this much I may venture to say, that the Frere Company's limited property will in the course of time with proper management come to rival all other similar private properties. We have therefore an excellent prospect before us, which ought to cheer us; and rather than cavil we ought to give our hearty support to what the directors have done with the view of realizing that prospect.

In the course of a little farther conversation a Parsee shareholder observed that it appeared that the Company was at present receiving Rs. 24,000 and paying Rs. 32,000.

The resolution was then carried.

Mr. Moteeram in a few words protested against the arrangement.

EXTRAORDINARY GENERAL MEETING.

The meeting then resolved itself into an extraordinary general meeting, for the purpose of considering a resolution to wind up the present Company, &c.

Mr. A. C. Brice, on the motion of Mr. Culliandass Mohundass, took the chair.

The Chairman moved and Mr. Culliandass Mohundass seconded—"That the Frere Land and Reclamation Co., Limited, be wound up voluntarily."—Carried unanimously.

Mr. Nusserwanjee Burjorjee proposed and Mr. Ardaseer Eduljee Chenoy seconded—"That Messrs. Byramjee Cursetjee Gandee and Culliandass Mohundass be appointed liquidators, without remuneration beyond the usual fees allowed to directors for meetings."—Carried.

The following resolution, moved by Mr. Cowasjee Hormusjee, and seconded by Mr. Dorabjee Cursetjee, was also adopted:—"That the liquidators have authority to transfer and sell the lands and houses and other immoveable property, furniture, and implements, and 45 shares in the Frere Land and Reclamation Company, Limited, belonging to the said Frere Land and Reclamation Company, Limited, to the Frere Land Company, Limited, and to receive in consideration for such transfer and sale seven thousand five hundred fully paid-up shares of the nominal value of Rs. 1,000 each in such last mentioned Company.

Mr. Moteeram asked whether the property was to be conveyed direct to the Free Land Co., as, if it was, there would be a great saving in stamp duty.

The Chairman—That is being attended to by the lawyers. Every possible economy is being effected. There will be no double transfers if it can be avoided.

The meeting then broke up.

LAW.

HIGH COURT.—APPELLATE SIDE.

Friday, 28th February.

(BEFORE THE HON. THE CHIEF JUSTICE, AND THE HON. MR. JUSTICE WESTROPP.)

Narrayen Orustna Laud v. *Gerard Norman, Collector of Bombay.*

THIS was a special appeal for hearing from the Small Cause Court under the following circumstances. The case came originally before Mr. O'Leary in the Small Cause Court on 30th January 1867, to recover Rs. 101 from the defendant, for having on 26th October 1866 wrongfully entered on certain lands of the plaintiff at Dharavee in the Mahim district, stopped blasting operations carried on thereon by the plaintiff, and carried away certain tools, the property of the plaintiff. The Judge then decided in the Small Cause Court that he had no jurisdiction over the Collector of Bombay for any act done by him in his official capacity, and accordingly, for the plaintiff declining to strike out that description of the defendant, the case was ruled as beyond the jurisdiction of the Small Cause Court. At the request of the plaintiff Mr. O'Leary stated a case for the opinion of the High Court on the question of jurisdiction, and added that if that Court found that he was wrong then the case should be sent back to be tried in the Small Cause Court. The Hon'ble Mr. Justice Westropp and the Hon'ble Sir Joseph Arnould were the Judges of the case in the High Court, and their order was that it should be sent back for trial in the Small Cause Court and heard in due course. Mr. O'Leary then heard the evidence and the case was fully argued, and decision, subject to the opinion of the High Court, given in favour of the plaintiff for Rs. 101 and costs.

In case of a finding for the plaintiff the defendant had requested the Judge to state several questions for the opinion of the High Court, and the case was heard to-day. Mr. Pigot and Mr. Farran appeared for the defendant, whilst the Advocate General and Mr. Green were for the plaintiff; and the hearing occupied the Court for upwards of four hours, but the circumstances are sufficiently explained in the following judgments by their Lordships:—

The Chief Justice said:—In this suit the plaintiff sues the defendant, the Collector of Bombay, for having wrongfully entered on certain lands and stopped certain blasting operations which were then being carried on there by the defendant and carried off certain tools belonging to the defendant. The learned first Judge in the Small Cause Court, after stating the pleas which the defendant stated, proceeds to state that the defendant admitted that he did, by his servants, enter on the land, and forcibly stop the blasting operations then being carried on by the plaintiff. He goes on to say—"On the evidence adduced before me I find that there is a certain piece of land of no great value, situate at Dharavee, which has never paid any land tax or quit rent to Government, and which has never been assessed for land tax or quit rent to Government," and that about thirty or forty years ago there stood certain buildings used as oil mills; and he goes on to state—"These mills appear to have been the property of a Captain Mignon who, it was stated in the course of the trial but not proved, held some office at that time under Government." That in 1836, Captain Mignon left Bombay, and from that time this piece of land with the mills thereon passed into the possession of one Thomas Cooke. Then, that letters of administration of the goods of Thomas Cooke were, on the 27th January 1847, granted to Francis Henry Lousanne, and that on the 1st April 1847 he leased the land to the plaintiff, and on July 26th 1850 the said Lousanne sold the said lands absolutely to the plaintiff—so that it appears that so long back as 1847 there was an act of ownership exercised by the leasing of this land to the plaintiff. It would certainly appear, though it is not expressly stated, that some possession was taken by the plaintiff under that lease in 1847 up to 1850, and then that the mills under some arrangement were taken down about the date of the sale in 1850, and that there has been no permanent building on the land since that time. Then he goes on to state what is very material with regard to the manner in which this land has been dealt with and the plaintiff's action with regard to it—"That in 1850 the plaintiff made application to the Collector of Bombay stating that the land was standing in the Collector's book in the name of Mr. Cooke, and applying to have it transferred to the name of the plaintiff"—so that in this date, 1850, the plaintiff was putting forward to the Collector of Bombay his right to this land and his claim to have it transferred to his name. All this is very material with regard to the nature of the plaintiff's act with regard to the land and what took place subsequently. Then he goes on to say "No such transfer was ever made," and "in the year 1859 or 1860 the plaintiff lived on the land in question in tents for a period of three or four days during the Mahim fair, and in the early part of 1866 he again put up tents and lived three or four months, and that during the latter period the Government surveyor of the Mahim district was aware of his living there, and did not prevent him." Now it would not be proper to deal with this case as if the only evidence was that the plaintiff lived "in tents on the land, and also that he put up tents upon it," but we must bear in mind the proceedings that took place with regard to the land in 1850 and still earlier—in 1847. Then he goes on to state that "in the latter part of the year 1866 plaintiff commenced blasting or quarrying operations on the land, having previously obtained the usual license from the Commissioner of Police," till the defendant, the Collector of Bombay, "having received information from one of the clerks in his office, and having satisfied himself (as he states) that the land was the property of Government, but without communicating with the plaintiff, gave orders to have the operations on the land, then being carried out by the plaintiff, stopped—his object," the Judge continues, "being, as he stated before me and as I find in the evidence, to preserve the land for Government, as land from which revenue may in future be collected"—and then, he goes on to say,—"On 26th October 1866 defendant's servants did by his orders go and compel the plaintiff's servants to cease the blasting operations." The Judge in these circumstances has reserved for our opinion four questions. The first is. Whether or not the guardianship, management, and preservation from encroachment of the landed property of the Crown in the island of Bombay is not vested in the Collector of Bombay as a part of his duties and functions? Well, that is a question of fact, or it may be a mixed question of fact and law; and the matter without further finding has been referred to us. It certainly would seem that preserving from encroachment the landed property of the Crown in Bombay is a part of the duties of the Collector of Bombay. But that is not a material question for decision in this case: nor is the second which is—Whether or not acts done by the Collector in the exercise or *bona fide* intended exercise of such guardianship, management, and preservation are not acts done by him in his official capacity? Well, I should say that these are—that these are acts done by him in his official capacity, if such as are described by this question. But answering that in the affirmative does not determine this suit; and the material question is the next one, namely:—Whether or not the acts complained of in this suit, or some and which of them, having been done or ordered to be done by the Collector in the *bona fide* intention of preserving from encroachment the landed property of the Crown in the island of Bombay, are a matter concerning the revenue within section 25 of Act IX. of 1850, so as to exclude the jurisdiction of the Small Cause Court? It appears to me that we cannot say that an act done by the Collector really with the intention of preserving the landed property of the Crown from encroachment is an act concerning revenue within the meaning of that section. It may be that at some future time revenue may be claimed from them; but I think the words "matter concerning the revenue" must be construed to mean something different from that described by the Collector when he said he had been directing these trespasses to be committed on the land in the plaintiff's possession with the view of securing for the Crown that revenue may in future be collected from it. The question put to us I have no hesitation in answering. I think we cannot hold that, as, if we were to hold that, I don't see where we would stop, and any act of the Collector in reference to land in Bombay might be said to be a matter of revenue, and be withdrawn altogether from the jurisdiction of the Small Cause Court. Then the next question is—Whether or not the plaintiff in this suit had such possession of the piece of ground in question as enabled him to maintain this suit in respect of the acts complained of, or any, and which of them? We must understand this question as meaning whether the plaintiff had such possession as would entitle him to maintain the action—not whether the Government had made out such a title to the land as would justify them in turning the plaintiff out. If such a question had been put—if it were to be asked if the Government had shown such a title—it ought certainly to have been put in a different question. But we cannot suppose it is the intention of the learned Judge to put such a question to us. He asks us if the plaintiff had such possession as entitled him to maintain the action, and I am clearly of opinion that the possession of the plaintiff was clearly sufficient to entitle him to maintain the action and recover damages for loss. It was held in the argument that if the defendant had succeeded in showing a title that would justify his trespass, then he would be entitled to recover damages for the possession. But the plaintiff's possession was much greater than what was suggested to us in several cases in the course of the argument, for, as I mentioned, we must look to what was occurring with regard to these lands from the year 1847. It occurs to me that, considering the state of things in Bombay—the loose way in which land is held—this was rather a strong case of possession, instead of a poor one. It certainly is a case in which a man should show a title to dispossess, and not turn out simply as if a mere trespasser. These are the two material questions put to us, and we answer them both in favour of the plaintiff, confirm the judgment of the Small Cause Court, and find the defendant liable in the costs of the appeal.

Mr. Justice Westropp then said—I completely concur in the opinions expressed by the Chief Justice in this matter. I think the two first questions might perhaps be answered in the affirmative, but I think they are not material to the question as to whether or not the judgment of the Small Cause Court should be sustained. I think that the third and fourth questions might both be answered in favour of the plaintiff; and as to the third question I think so, because it is quite clear to my mind that this is not such a matter as concerns revenue as is contemplated by the section of the Act referred to. If it were it is very difficult to say what act the Collector might not do which might not be considered as concerning revenue, sufficient to exclude the question from the Small Cause Court and also to have ultimately a dispute on the jurisdiction of the Supreme Court. It seems to me that so far from this being "concerning revenue" it is a question of possession and title on the part of the Collector, since the plaintiff acquired possession in the year 1847 and after he had notified his possession and claimed his title from the Collector three years after—in 1850. Now if this had been between subject and subject that possession and title would have been clear—there being from 1840 to '59 more than twelve years' possession acquired by the plaintiff. But I don't say that the statute applies against the Queen, but I do say that before attempting summarily to expel a party who had notified his claim sixteen years ago, that Government,—if they held he had no title, if they wished possession of these lands and had no title to them, and if the present party was quarrying there—that legal proceedings on the part of Government should have been taken. That has not been done, and I think it truly monstrous that the Collector should act in such a way as this under the present circumstances in Bombay. That being the case I concur in answering the third question in the negative. As to the general doctrine that we have heard over and over again "that any permission is sufficient against a wrong-doer," however that may be applied in a general way, it is not clear that the plaintiff was a wrong-doer in this case, and at all events, Government have not proved their title nor even put the question to us. There being no question as to their title it is easy for us to say that the plaintiff by his possession of sixteen years' standing had sufficient ground to maintain this suit. I don't mean to impugn the doctrine—it may be perfectly correct—but I mean to say that it does not apply to the merits of this case.

The Court therefore answered the two last questions in favour of the plaintiff, and confirmed the decision of the Small Cause Court, with costs, against the defendant.

Saturday, February 29th.

Meya Ahmed Mahomed v. Memon Gunney Mahomed.

In the original action the plaintiff, Memon Gunney Mahomed, timber merchant, residing at Memon Wadda, claimed from Meya Ahmed Mahomed, residing at Nagpada, the defendant, the sum of Rs. 1,902, balance due from defendant upon a promissory note executed by him dated the 26th February 1866, whereby he promised to pay the plaintiff the sum of Rs. 1,950 within thirteen months from the date thereof by monthly instalments of Rs. 150, for money lent by the plaintiff to the defendant at his request, and interest thereon. The defence was that the promissory note, the subject of this suit, was not in its present state when the defendant put his mark to it but was in blank, pending a settlement of accounts between the plaintiff and the defendant; that the sum alleged to be due was subsequently inserted without the knowledge of an arbitrator appointed by them; and that a sum of Rs. 300, supposed to be paid on account of instalments, was virtually obtained from the Small Cause Court in satisfaction of a decree in a former action, against which a protest was entered, the case not having been tried or evidence taken owing to some misunderstanding about the time appointed for hearing it, and an *ex parte* verdict passed. On 16th August, Sir Joseph Arnould gave decree for Rs. 1,950 with interest and costs, and defendant appealed against that judgment, the following being his principal reasons:—Because there are no satisfactory or reliable grounds upon which the finding of the learned Judge in favour of the plaintiff can be supported. Because the evidence satisfactorily shows that the promissory note upon which the suit was brought had been obtained by the plaintiff from the defendant without any consideration, and the suit was as against the defendant a fraudulent one.

The Advocate General and Mr. Taylor appeared for the appellant, and Messrs Dunbar and Green for the respondent, and were heard at length with regard to the circumstances of the case and the contradictory character of the statements by the various witnesses.

The Chief Justice in delivering judgment said, that no doubt the evidence given in the case was contradictory, but probably it would have been a matter of surprise if it had been other than conflicting in such a case. Before they reversed the decree of the Court below, however, they ought to adopt the maxim of Lord Kingsdown—that the plaintiff ought to produce reasonable proof that the Court below was wrong. Now that was far from being the conviction on his mind: in fact so far from his opinion being that the judgment had been a wrong one, had he been trying the case, and had before him the same materials that the Judge in the lower Court had, he felt bound to say he would have given the same decision. However, that was not the question,—they had now to say whether they were satisfied and convinced that the learned Judge had given a wrong judgment, because unless such were the case they were not to reverse the decision of a Judge who had had the benefit of considering the case after hearing parties and all the evidence. The appellant had had every opportunity to bring forward the case he had urged, but, however, did not appear to have made good his defence, and therefore the decision of the Court was that the appeal be dismissed and the decision of the lower Court confirmed with costs.

Mr. Justice Westropp said he concurred in this judgment and did not think it necessary to add any remark.

The Appeal Court then adjourned till Friday next

INSOLVENT DEBTORS' COURT.—FEB. 8.

(BEFORE THE HON'BLE COMMISSIONER MR. JUSTICE TUCKER.)

In re Mahomed Cassumbhoy, an Insolvent.

THE Hon'ble Commissioner delivered the following judgment in the above matter:—

The petitioner in this case is a partner in the firm of Cassumbhoy Nathoobhoy Sons & Co., who traded in Bombay and China and since 1864 in London also. He filed his petition for a discharge under the Insolvent Debtors' Act, jointly with his brother Curmally Cassumbhoy, and the ill-health of the latter caused a postponement of the adjudication. Curmally has since died on 26th April 1867. The petitioner's discharge has been opposed by one creditor, Meer Alamkhan, No. 29 in Schedule, and at one of the adjourned hearings the Bank of Bombay and other creditors also desired to oppose him, but it was held that the applications of these creditors were made too late, and consequently they were not permitted to do so. The grounds of opposition have been:—1. Fraudulently making entries in account books, showing certain persons to be creditors who are not in fact creditors. 2. Fraudulent preference of particular creditors. 3. Concealment of property. 4. Breach of trust, in dishonestly pledging for his own purposes a share in the Victoria Land and Press Company, deposited by the opposing creditor with the insolvent for safe custody. 5. Misconduct in the contraction of debts, with reference to the insolvent's means of providing for them. 6. Fraudulent alterations and erasures in account books. 7. Fraudulently paying out for the benefit of the insolvent's younger brothers and of a nephew, Khan Mahomed Rahim, in the year 1863, sums to which they were not entitled. 8. Withholdal of certain balance-sheets. The 6th and 8th charges, with respect to the fraudulent alterations and erasures in account books and the withholdal of balance-sheets, have been substantially withdrawn; and with reference to the other allegations, which impute criminal misconduct to the insolvent, it has been admitted that the acts which formed the foundations for these charges were committed by the insolvent's deceased elder brothers and partners and not by himself personally, and that consequently he cannot justly be held liable to punishment under the criminal section of the Act on account of such acts. It has been contended, however, on the part of the opposing creditor, that as a partner in the firm he is legally responsible for the acts of his partners, and that if these acts were of a character which called for a dismissal of the petition or postponement of the discharge, the law should be enforced against him in the same manner in which it would have been applied if the other partners were alive and were seeking the benefit of the Insolvent Debtors' Act. It appears from the evidence which has been taken before me, and from the examiner's report that the father of the insolvent, by name Cassumbhoy Nathoobhoy, had six sons, and that on the 26th October 1859 he started the firm of Cassumbhoy Nathoobhoy Sons and Company, in which firm he admitted his two elder sons, Peer Mahomed and Curmally, as partners, and professedly gave an interest to insolvent, who was then a minor, and also to his three younger sons and to a grandson, Khan Mahomed Rahim, who were each and all infants. He placed at the disposal of the said firm a lac of rupees to commence trading upon, and this lac of rupees and a sum of Rs 581, which was in the possession of the adult sons when the firm began its operations, constituted according to the books the capital of the firm. In 1859-60 (Sumvut 1916) the result of the transactions of the firm was in round numbers a loss of Rs. 17,494. In 1860-61 (Sumvut 1917) there was a further loss of Rs. 71,950. In 1861-62 (Sumvut 1918) the books show a profit of Rs. 99,210, and this was followed by a loss in 1862-63 (Sumvut 1919) of Rs. 1,55,608. In 1863-64 (Sumvut 1920) the books declare a profit of Rs. 1,97,089, and in 1865-66 (Sumvut 1921) the firm became insolvent, with debts aggregating to Rs. 16,27,531, and assets good and bad, valued by insolvent at Rs. 2,88,734. In 1863, at a time when the examiner finds that the books show that the firm had met with losst amounting to Rs. 65,842, a sum of Rs. 80,000 was paid out of the firm to the father on account of the alleged shares in the profits of the three youngest sons and grandson. In explanation of this payment it is alleged by the insolvent that notwithstanding that there had been a loss in Bombay, a profit of Rs. 3,29,739 had been made in China, which was not shown in the Bombay books till the following year, and that it was on a calculation of this profit, of which the firm had received intelligence in 1863, that the above payments were made. Subsequent to the above payments the father died on 29th May 1864, leaving property estimated by insolvent to be worth Rs. 2,49,171-2-4, after making a will to the effect that his three elder sons were to receive no share out of his estate till what he was pleased to call the debt due to him by the firm of Cassumbhoy Nathoobhoy Sons & Co. had been discharged. This debt is stated by insolvent in the schedule to amount to Rs. 4,47,220-13. On 21st October 1864 the eldest son, Peer Mahomed, died, and, without making any settlement of the partnership accounts, his estate has been shown in the books as a creditor, on 31st October following, in the sum of Rs. 32,392, and in liquidation of the alleged debt payments have been made to his representatives and personal creditors, and finally his estate appears in the schedule as a creditor for Rs. 19,397. The second son Curmally, after joining with insolvent in his petition for the benefit of the Insolvent Act, died as has been before noticed on the 27th April 1867, having applied on 21st March 1865 for letters of administration to his deceased father's estate, which appear never to have been granted to him. The insolvent has stated that he is 21 or 22 years of age, and he is apparently older. Under the Mahomedan law he ceased to be a minor at the expiration of his sixteenth year, or some time in 1862 or 1863. From that time he appears to have considered himself a partner in the firm, and he has so described himself in the schedule. From the above account of the origin and proceedings of the firm of Cassumbhoy Nathoobhoy Sons and Co., it appears to me that the deceased Cassumbhoy Nathoobhoy was in reality a partner, and in fact the principal partner in the said firm from the time of its formation up to the time of his death; and in my opinion, the circumstance that he, for a time, carried on the business in the name of his infant sons and grandson in no way altered the character of his interest or of his responsibility. The whole arrangement would seem to have been a cunningly devised scheme to enable the father to trade on the credit which his known wealth would give to him without risking anything more than a very limited portion of the family fortune. In this scheme the two eldest sons appear to have participated from the commencement, while the petitioner, from the manner in which he has prepared his schedule, has done all that it was in his power to do in furtherance of a design, the object of which was to defeat the just claims of the firm's creditors, against the property of the principal partner, and which, therefore, can only be characterized as fraudulent. From the manner in which the petitioner is now living with his younger brothers, as deposed to by the witnesses who have been examined, there can be little doubt that each shares with the survivors of the family the use and enjoyment of those portions of the paternal estate which have passed into their possession. Now, though I do not consider that it would be equitable to punish the petitioner for the acts of his father and brothers which may have been done without his assent and knowledge, yet I hold that he is justly responsible for what he has done since he became cognizant of these acts; and, as in his schedule, instead of stating the true position of his father with respect to the firm, and facilitating the prosecution by the creditors of their claims against his father's estate, he has falsely represented that the firm is indebted to the estates of his deceased father, and brother Peer Mahomed, with a view to defeat the objects of the insolvent Act, I consider that he is not entitled to the relief which he claims; and in the exercise of the discretion which the Legislature has entrusted to me, I direct that his petition be dismissed.

SMALL CAUSE COURT.—29TH FEB.

(BEFORE J. O'LEARY, ESQ.)

Purshotum Wittoba vs. *the Justices of the Peace for the City of Bombay.*

THIS action was brought to recover the sum of Rs. 1,000, being the amount of damages sustained by the plaintiff, by reason of the defendants having, on or about the 10th and 11th September 1867, unlawfully and without any reasonable or probable cause whatsoever, pulled down, broken, and exposed during the monsoon, several walls of the plaintiff's house, situated in Nowgiur, Mazagon, and forcibly entered therein, the same being then in substantial and good repair.

Mr. Gopinath Sudaseywjee appeared for the plaintiff; Mr. Leathes represented the defendants.

The full particulars of this case were given in the *Bombay Gazette* of Thursday, the 13th February. The case was adjourned with a view to consider the several points raised by the respective advocates of the parties. His Honor gave the following decision in the case this day (Saturday):—

In this case a question arises on the construction of the Bombay Municipal Act of 1865. The plaintiff alleges in substance that the Municipal authorities, professing to act under section 141 of that statute, have an illegal manner exercised the powers thereby conferred, and have sued the corporation of the Justices of the Peace for the City of Bombay for damages occasioned by this unlawful act. Among other defences the defendants plead that they are not liable in such an action, and that, if any one is, it is the Municipal Commissioner for the City of Bombay. The plaintiff's advocate mainly relied on section 4 of the Bombay Municipal Act. The defendants, on the other hand, relied solely on section 11 of the same. The question in this case turns on the construction of an Act, which is somewhat peculiarly framed. I may mention, as a difficulty in the outset, and one particularly applying to this case, that whereas by section 12 it is expressly enacted that the "said Commissioner shall be styled Municipal Commissioner for the City of Bombay," no such officer is ever again mentioned in the Act. Through about 25 sections, succeeding section 12, an officer called "the municipal Commissioner" is spoken of, and throughout the rest of the Act, an officer called "the Commissioner." Neither of which titles is recognised or alluded to in any way in an apparently elaborate "interpretation clause" in the second section of the Act. The present Act (2 of 1865) is a substitution for Act 25 of 1858, by which certain Municipal Commissioners for the City of Bombay were constituted into a corporation, with rights of corporate succession, and right to sue and liability to be sued, &c., and accordingly the present Act at the outset (section 4) begins by vesting all property belonging to the said Municipal Commissioners in the corporation of the Justices of the Peace for the City of Bombay, and declares that all rights of action arising out of contract or otherwise shall take effect by, against, and with reference to the Justices, as the same might have been provided on, by, against, or with reference to the said Municipal Commissioners, or any of them, if this Act had not passed. Now, certainly, if Act 2 of 1865 had never been passed, and the plaintiff's house had been taken down illegally as is alleged by the Municipal Commissioners or any one acting under their authority, this action would have been properly instituted against the Municipal Commissioners, and accordingly, Mr. Pestonjee, for the plaintiff, argued before me that it is properly brought against the Justices. Two considerations appear to me strongly to favour

BOMBARDMENT OF MOHILLA.

(Commercial Gazette, Mauritius, January 14.)

From private letters we learn that the vessels of H. F. I. M., *Labourdonnais* and *Lyndre*, on the 1st December, bombarded the principal town and fort at Mohilla, one of the Comoro Islands. It appears that the Queen of that island made certain concessions to Mr. Lambert, and that when he claimed what had been conceded, the Queen announced that she had abdicated in favour of her son 10 years old. Mr. L. here solicited the assistance of the vessels mentioned above.

They first went to Zanzibar to claim the intervention of the Sultan there. A vessel was sent by the Sultan to Mohilla to persuade the Queen to execute the conditions of her engagement, and, on her refusal, the *Labourdonnais* and *Lyndre* bombarded the town and fort. Mr. Lambert is said to have taken possession of the fort, and planted the French flag on its summit. We are not informed whether the vessels remained at Mohilla for the protection of Mr. Lambert.

DR. NEWMAN'S POEMS.*

(The Saturday Review.)

Dr. Newman tells us in the prefatory dedication to this little volume that he has only been encouraged by the favourable judgment of critics personally strangers to him to bring together into one collection what he had regarded as the ephemeral effusions of many years, and that he submits them with diffidence to the verdict of public opinion. He adds, what will be obvious even to those not previously acquainted with the poems reprinted here, that the chief portion of this volume grew out of the religious movement with which his name is so intimately associated. The numerous admirers of the *Lyra Apostolica*—which has long, we believe, been out of print, but which was to the Tractarian movement what the songs of Tyraus were to the Spartan armies—will of course rejoice to have their old favourites restored to them in a more permanent form, and the readers of the Oxford University Sermons will welcome the addition of many poems which have come to them from Dr. Newman's pen. The present volume is made up of poems which have appeared in various forms at various times. Many who once looked with distrust upon the secession of the author's writings will find a peculiar interest in whatever helps to illustrate the character and course of thought of those who have at least partially left the theological beliefs which have come to be recognised in this country as those which England may well be proud and English Churchmen of very opposite schools are not slow to acknowledge the great services he rendered to the communion which he felt it his duty to desert. For all such this collection of occasional verses will have a value quite apart from its poetical merits, which are considerable. A man's individuality cannot fail to come out much more in compositions of this kind than in formal treatises, or even in sermons, though the *Parochial Sermons*, now understood to be in course of republication with the author's sanction, are exceptional in this as in other respects. There is no previous work of Dr. Newman's, except the *Apologia*, so rich in personal indications, and for this reason we are particularly glad that dates of place and time are appended to the separate pieces. This enables us to trace the continuous working of the author's mind, which suffered no violent break at his conversion. The very title-page and dedication, as well as several of the poems, bear witness to one speciality of Dr. Newman's, which is certainly not usual in religious leaders and controversialists—we mean the genuine taste for classical scholarship which he has retained through life, and which, formerly won him the reputation of the first writer of Latin prose in Oxford. Not less marked is his habitual familiarity with Old Testament imagery, and especially with the language and moral temper of the Hebrew prophets. The dominant feeling which tells us in the *Apologia* has possessed him from boyhood, of being "*solus cum solo*"—that to him the only two realities are his own soul and God—is again most remarkably illustrated in several of these pieces, and above all, in the "Dream of Gerontius."

The volume naturally divides itself into three portions. The first part consists of various short compositions, chiefly reprints from the *Lyra Apostolica*, with a few later additions. Then follows a series of translations from the hymns of the Breviary, most of which have also appeared before. And lastly, we have what is the longest and apparently the latest poem in the book, the "Dream of Gerontius." This was first published two years ago in a Roman Catholic periodical, and has since been republished by itself. It is, as a composition, far the most striking in the volume. We shall return to it by and bye. It is difficult to state in precise terms the leading characteristics of Dr. Newman's poetry, for they are in fact the characteristics of his mind, which, to adopt his own epithet for St. Paul, is "many-gifted" and many-sided. Indeed, there has often seemed to us a certain analogy between his character and that of the great apostle, so far as it can be gathered from his Epistles, and it is noteworthy that two of the most intensely personal and suggestive of Dr. Newman's latersermons are on the character of St. Paul. His verses require to be read by the light of his other publications, especially his sermons. In point of style, a forcible concentration of thought, and a nice selection of language, avoiding carefully any mere waste of words, will be seen at once to be the common attributes of both. And, going deeper, it is not perhaps too much to say that a profound and habitual consciousness of the presence of an unseen world, blending with and colouring all the relations and circumstances of life, underlies the whole tone and structure of his poetry, and gives it, for religious minds, its peculiar charm. This is brought out most prominently in the "Dream of Gerontius," but is true of the volume as a whole. At the same time this abiding conviction of the unseen is combined with a very keen observation of passing events, and an appreciative interest, not affected but real, in the literature and facts of his own and former ages.

Of the earlier pieces in this volume, some like "Lead kindly Light," and "Weep not for me," have long made themselves household words in many homes and many hearts from their exquisite touches of human tenderness. There are others that bring out the ascetic and unworldly side of the writer's mind. The following lines, familiar to all readers of the *Lyra Apostolica*, may be taken as a fair specimen of this vein of almost prophetic sternness. Here, as elsewhere, the vigorous abruptness of the language serves to accentuate the idea conveyed:—

When mirth is full and free,
Some sudden gloom shall be;
When haughty power mounts high,
The Watcher's axe is nigh.
All growth has bound; when greatest found,
It hastes to die.

When the rich town, that long
Has lain its hurts among,
Upreara its pageants vast,
And wants—it shall not last!
Bright tints that shine, are but a sign
Of summer past.

And when thine eye surveys,
With fond adoring gaze,
And yearning heart, thy friend—
Love to its grave doth tend.
All gifts below, save Truth, but grow
Towards an end.

In some, happily very few, cases, alterations have been introduced, sometimes in consequence of the author's change of opinion, and these are seldom, in a poetical sense, improvements. Some also of the best in the *Lyra* are omitted, we know not why. One of our old favourites, which began with a caution against invocation of saints, reappears, under the title of "Refrigerium," with three new lines in the first stanza, and two of the old ones spoilt. This is not the place to say anything against its theology, but for the sake of form and metre we could certainly wish to see the verse re-written, with the ugly word "convalescent" disagreeably suggestive of a hospital, expunged, and the concluding lines of the original replaced. The omission of "mountain grots," and the unaccountable change of "*murmurs* by" into "*hurries* by," completely destroy the dreamy repose of the image suggested, as well as the music of the rhythm. On the whole, however, it is remarkable how very little has been altered, and also how little difference of tone there is between the earlier and later compositions. Even in dealing with subjects connected with specifically Roman doctrine, as in the hymns to St. Philip and to the Guardian Angel, or the really noble "Song for an inclement May," the difference between Dr. Newman's treatment and Faber's, for instance, of similar themes cannot fail to strike any intelligent reader.

We have no space to dwell on the translations further than to observe—and this is very high praise—that they deal with the metrical portions as the compilers of the English Liturgy have dealt with the prose portions of the old Latin service books, and as modern Roman Catholic manuals certainly do not deal with them. We get, not a slavish rendering of the exact words, but an idiomatic and musical reproduction of the exact sense of the original, according to the rule of translating which Dr. Newman laid down for himself in the preface to the *Church of the Fathers* and which is the only true one. It is unfortunate for the readers of the Douay Bible that he was not allowed to provide them with a substitute for that strange medley of bad English and high polite in the style of version of Psalm 90 and of the Prayer of Commendation—one of the grandest compositions in the Roman or any other ritual—given in the concluding poem of this volume. To that poem we must now turn.

The "Dream of Gerontius" is very much the longest and most carefully elaborated of all Dr. Newman's verse compositions, and exhibits with peculiar distinctness all his characteristic peculiarities of thought and expression. For rhythmical sweetness, too, he has hardly written anything to equal the last farewell of the Guardian Angel to the parted spirit "sinking deep, deeper into the dim distance" of its middle home, which falls on the ear like a strain of Mendelssohn's music. In form the poem is dramatic. Gerontius is first represented at the point of death, with his attendants watching round his bed, and then, after death, with angels and demons disputing the possession of his disembodied soul. There is something which reminds us of that "tender grace which has endeared the *Christian Year* to thousands of aching hearts, something too of the wilder music of Shelley, though set to different themes; and much which recalls as well by contrast as by similarity—our great representative poet whose popularity is mainly due to the fact of his reflecting with such luminous fidelity the various phases of emotion and conviction which go to make up what is called the spirit of the age. It is not too much to say that the author of Gerontius is like and unlike them all, most like and most unlike Tennyson. He has the tenderness of Keble, but with more both of sternness and of fire; he has the idealism of Shelley, without his scepticism; he delights with Tennyson to feel the pulses, so to say, of modern thought, and that too with a keen sense of sympathy; but then there is a strongly marked background of dogmatic belief which is never lost sight of. The theology and psychology of the poem—we use the term theology in its strict etymological sense—are throughout subservient to its leading ideas of the infinite greatness of the Creator, and the infinite littleness of the creature which has dared to rebel against its Maker. We are constantly reminded of two of the most characteristic passages in the author's prose writings—one in his University Lectures, where he draws out into a kind of Athanasian creed of natural religion all that is involved in a Theist's conception of the Supreme Being; the other in the *Apologia*, where he compares the actual state of humanity, as contrasted with the ideal, to the effect produced on a person looking into a mirror and seeing no reflection of his face. The fall of man and the earliest stages of his restoration are gradually summed up in the lines ascribed to the "Second Choir of Angelicals":—

Praise to the Holiest in the height,	With now a fear, and now a hope,
And in the depth be praise:	With now a spasm which chains the breath,
In all His words most wonderful;	Now a release from pain;
Most sure in all His ways!	From youth to old, from sire to son,
	He lived, & toil'd, & died.
Woe to thee, man! for he was found	He dreed his penance age by age;
A recreant in the fight;	And step by step began
And lost his heritage of heaven,	Slowly to doff his savage garb,
And fellowship with light.	And be again a man.
Above him now the angry sky,	And quicken'd by the Almighty's breath
Around the tempest's din;	And chasten'd by His rod,
Who once had Angels for his friends,	And taught by angel-visitings,
Had but the brutes for kin.	At length he sought his God;
O man! a savage kindred they;	And learn'd to call upon His Name,
To flee that monster brood	And in His faith create
He scaled the seaside cave and climb	A household & a fatherland,
The giants of the wood.	A city and a state.
Glory to Him who form the mire,	
In patient length of days,	
Elaborated into life	
A people to His praise!	

Few living writers could match the subtle self-analysis of the dying man's elaborate description of

That sense of ruin, which is worse than pain,
That masterful negation and collapse
Of all that makes me man,

as though he was "falling through the solid framework of created things;" or of the soul after death, when, conscious of "an inexpressive lightness" and feeling of freedom, and yet retaining "a sort of confidence" that "each particular organ holds its place," it cannot decide whether it is alive or dead:—

So much I know, not knowing how I know,
That the vast universe, where I have dwelt,
Is quitting me, or I am quitting it.
Or I or it is rushing on the wings
Of light or lightning on an onward course,
And we e'en now are million miles apart.
Yet . . . is this peremptory severance
Wrought out in lengthening measurements of space,
Which grow and multiply by speed and time?
Or am I traversing infinity
By endless subdivision, hurrying back
From finite towards infinitesimal,
Thus dying out of the expanded world?
Another marvel: some one has me fast
Within his ample palm; 'tis not a grasp
Such as they use on earth, but all around
Over the surface of my subtle being,
As though I were a sphere, and capable
To be accosted thus, a uniform
And gentle pressure tells me I am not
Self-moving, but borne forward on my way.
And hark! I hear a singing; yet in sooth
I cannot of that music rightly say.
Whether I hear, or touch, or taste the tones.
Oh, what a heart-subduing melody!

Not less striking is the passage, to which we must be content only to refer our readers, where the angel answers the inquiry of Gerontius as to what keeps him back from the presence of God, by distinguishing the "different standards" for measuring the flow of time in the material and immaterial worlds, so that the interval since dissolution which seemed so long to the disembodied soul was not as men reckon time, "the million millionth" part of a moment, time being measured among spirits only by "intensity of living thought":—

Every one
Is standard of his own chronology.
It is thy very energy of thought
That keeps thee from thy God.

To many readers, probably, both Catholic and Protestant, the interest of the poem will centre in the view of Purgatory as it presents itself to the writer's mind which may be said to be its main subject. Those who are accustomed to identify the doctrine with the gross conceptions which Protestants usually associate with it, and which seem to be countenanced by a good deal of the language of popular devotion among Roman Catholics, will be startled at the profoundly spiritual and subjective form of the belief as it is here put before them. In the following passage, which bears the most directly on it of any in the poem, there is little or nothing that some of the ablest and devoutest of Protestant thinkers have not themselves surmised, or at least been willing to admit:—

Angel.
Praise to His name!
The eager spirit has darted from my hold,
And, with the intemperate energy of love,
Flies to the dear feet of Emmanuel;
But, ere it reach them, the keen sanctity,
Which with its effluence, like a glory, clothes
And circles round the Crucified, has seized,
And scorch'd, and shrivell'd it; and now it lies
Passive and still before the awful Throne.
O happy, suffering soul! for it is safe,
Consum'd, yes quicken'd, by the glance of God.

Soul.
Take me away, and in the lowest deep
There let me be,
And there in hope the lone night-watches keep,
Told out for me.
There motionless and happy in my pain,
Lone, not forlorn,—
There will I sing my sad perpetual strain,
Until the morn.
There will I sing and soothe my stricken breast,
Which ne'er can cease
To throb, and pine, and languish, till possest
Of its Sole Peace.
There will I sing my absent Lord and Love:—
Take me away,
That sooner I may rise, and go above,
And see Him in the truth of everlasting day.

We have only been able to indicate by a few extracts the general features of this remarkable poem, which seems to prove, whatever else it may show also, how much room there is within the dogmatic unity of Rome for the widest divergences in the subjective apprehension of belief. It has been said of Dr. Newman, both by assailants and by friends, that his temper of mind is essentially Protestant. In the sense in which some of his critics seem to understand the word, there is much in the "Dream of Gerontius" to support their verdict.

** Verses on Various Occasions.* By Dr. Newman. London: Burns, Oates & Co. 1858.

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